

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2015-07-09 17:33:50

Applicant Jay Sandberg

Quick Title Bid Award - River Road Brigham Road Signal Project

Subject Award contract to Royal T Enterprises, Inc., for installation of a traffic signal.

Discussion This project is for the installation of signal at River Road and Brigham Road. The project will commence once materials are supplied which should be first week in August.

Cost \$153,789

City Manager Recommendation Recommend approval as it is included in the budget and is a location approved by Council previously.

Action Taken

Requested by Cameron Cutler

File Attachments [City Council Exhibit.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The cost for city furnished items are an additional \$79,000.

Attachments [City Council Exhibit.pdf](#)

River Rd/Brigham Rd Traffic Signal Project

Bid Tabulation

9-Jul-15

River Road & Brigham Road Traffic Signal				Engineer's Estimate		Royal T Enterprises, Inc		Interstate Rock	
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,300.00	\$ 18,300.00
2	TRAFFIC CONTROL	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 14,850.00	\$ 14,850.00
3	SURVEY	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,029.00	\$ 2,029.00
4	REMOVE CONCRETE CURB AND GUTTER	292	FT	\$ 11.00	\$ 3,212.00	\$ 3.00	\$ 876.00	\$ 5.75	\$ 1,679.00
5	REMOVE CONCRETE SIDEWALK	166	SQ YD	\$ 11.00	\$ 1,826.00	\$ 7.00	\$ 1,162.00	\$ 4.75	\$ 788.50
6	REMOVE PAVEMENT MARKINGS	4,972	FT	\$ 2.50	\$ 12,430.00	\$ 0.50	\$ 2,486.00	\$ 1.10	\$ 5,469.20
7	REMOVE PAVEMENT MESSAGE PAINT	2	EACH	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 82.50	\$ 165.00
8	REMOVE CONCRETE MEDIAN CURB	33	FT	\$ 11.00	\$ 363.00	\$ 5.00	\$ 165.00	\$ 10.15	\$ 334.95
9	ROADWAY EXCAVATION (EST. QUANTITY 225 CU YD)	1	LUMP	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,775.00	\$ 11,775.00
10	UNTREATED BASE COURSE	110	CU YD	\$ 35.00	\$ 3,850.00	\$ 25.00	\$ 2,750.00	\$ 87.00	\$ 9,570.00
11	1/2 INCH DENSE-GRADED ASPHALT (AC-30)	4,900	SQ FT	\$ 2.50	\$ 12,250.00	\$ 5.50	\$ 26,950.00	\$ 4.75	\$ 23,275.00
12	CONCRETE CURB AND GUTTER TYPE HB30-7	329	FT	\$ 14.50	\$ 4,770.50	\$ 20.00	\$ 6,580.00	\$ 27.30	\$ 8,981.70
13	CONCRETE CURB TYPE B5	208	FT	\$ 15.00	\$ 3,120.00	\$ 20.00	\$ 4,160.00	\$ 16.50	\$ 3,432.00
14	BULLNOSE END SECTION	1	EACH	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 440.00	\$ 440.00
15	CONCRETE SIDEWALK	162	SQ YD	\$ 33.00	\$ 5,346.00	\$ 30.00	\$ 4,860.00	\$ 42.75	\$ 6,925.50
16	CONCRETE FLATWORK 4 INCH THICK	80	SQ YD	\$ 33.00	\$ 2,640.00	\$ 30.00	\$ 2,400.00	\$ 52.40	\$ 4,192.00
17	PEDESTRIAN ACCESS RAMP	4	EACH	\$ 800.00	\$ 3,200.00	\$ 1,500.00	\$ 6,000.00	\$ 1,100.00	\$ 4,400.00
18	INSTALL TRAFFIC SIGNAL SYSTEM - RIVER RD. & BRIGHAM RD.	1	LUMP	\$ 63,000.00	\$ 63,000.00	\$ 65,000.00	\$ 65,000.00	\$ 62,715.00	\$ 62,715.00
TOTAL BID					\$ 146,207.50			\$ 153,789.00	\$ 179,321.85



DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2015-07-09 11:33:40**Applicant** Jay Sandberg**Quick Title** Bid Award - Canyon View Drive Re-Alignment**Subject** Consider approval to award a contract to Sunroc, Inc. for the construction of Canyon View Drive Re-Alignment**Discussion** This project re-aligns Canyon View Drive to improve safety and traffic flow in the area. Energy Services are participating with \$2,190, Water/Wastewater is participating with \$74,567, and developers are participating with ____; the remaining \$ ____ will be paid for with project funds.**Cost** \$357,844**City Manager Recommendation** Need to get exact amounts from developer participation agreements from developments on top of the hill. This project will restore safety in the area with a much improved access to the development on top of the Green Valley mesa.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Canyon View Drive City Council .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Canyon View Drive City Council .pdf](#)

Canyon View Drive
Bid Summary

Sunroc, Inc.	\$357,844.28
Desert Hills	\$391,624.49
JP Excavating	\$394,069.21
Royal T Enterprises	\$395,000.00
Goran, Inc.	\$431,555.22
Progressive Contracting	\$558,728.47

BID SCHEDULE - CANYON VIEW DRIVE REALIGNMENT PROJECT

BID SCHEDULE A - CANYON VIEW DRIVE REALIGNMENT PROJECT: Base Bid

No.	Item	Estimated Quantity	Unit	SUNOC	DESERT HILLS	JP EXCAVATING	ROYAL ENTERPRISES	GORAN LLC	PROGRESSIVE CONTRACTING	ENGINEER
1	Mobilization, Demobilization, and Administrative Items (not to exceed 5% of Total Base Bid)	1	lump	\$18,500.00	\$2,748.00		\$26,327.50	\$23,975.00	\$29,323.50	\$20,000.00
2	Storm Water Protection	1	lump	\$1,231.00	\$6,115.00		\$5,000.00	\$1,455.97	\$7,010.00	\$1,500.00
3	Clear and Grub	1	lump	\$1,231.00	\$6,115.00		\$5,000.00	\$1,455.97	\$7,010.00	\$1,500.00
4	Remove Stormwater	15,153	sq ft	\$0.45	\$6,115.00	\$0.35	\$5,000.00	\$0.84	\$0.91	\$0.75
5	Remove Stormwater	3,182	sq ft	\$0.80	\$2,546.60	\$0.75	\$1,932.00	\$0.78	\$0.86	\$0.70
6	Remove Stormwater	644	sq ft	\$1.60	\$1,033.60	\$1.00	\$644.00	\$1.00	\$1.00	\$1.00
7	Remove Stormwater	205	sq ft	\$1.70	\$348.50	\$1.00	\$205.00	\$1.00	\$1.00	\$1.00
8	Remove Stormwater	1	lump	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
9	Remove Stormwater	1	lump	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
10	Remove Stormwater	175	sq ft	\$9.00	\$1,575.00	\$9.00	\$1,575.00	\$9.00	\$9.00	\$9.00
11	Remove Stormwater	1	lump	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
12	Remove Stormwater	1	lump	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
13	Remove Stormwater	12,609	sq ft	\$1.58	\$19,822.22	\$1.50	\$18,913.50	\$1.54	\$18,913.50	\$15,000.00
14	Remove Stormwater	5	each	\$42.00	\$210.00	\$40.00	\$200.00	\$42.00	\$210.00	\$200.00
15	Remove Stormwater	4,126	sq ft	\$2.70	\$11,140.20	\$2.50	\$10,315.00	\$2.70	\$11,140.20	\$9,000.00
16	Remove Stormwater	365	sq ft	\$20.00	\$7,300.00	\$15.00	\$5,475.00	\$20.00	\$7,300.00	\$6,000.00
17	Remove Stormwater	230	sq ft	\$58.40	\$13,472.00	\$45.00	\$10,350.00	\$58.40	\$13,472.00	\$11,000.00
18	Remove Stormwater	1	each	\$773.00	\$773.00	\$773.00	\$773.00	\$773.00	\$773.00	\$773.00
19	Remove Stormwater	1	each	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00
20	Remove Stormwater	1	each	\$3,640.00	\$3,640.00	\$3,640.00	\$3,640.00	\$3,640.00	\$3,640.00	\$3,640.00
21	Remove Stormwater	1	each	\$1,895.00	\$1,895.00	\$1,895.00	\$1,895.00	\$1,895.00	\$1,895.00	\$1,895.00
22	Remove Stormwater	1	each	\$5,315.00	\$5,315.00	\$5,315.00	\$5,315.00	\$5,315.00	\$5,315.00	\$5,315.00
23	Remove Stormwater	3	each	\$846.00	\$2,538.00	\$800.00	\$2,400.00	\$846.00	\$2,538.00	\$2,000.00
24	Remove Stormwater	3	each	\$300.00	\$900.00	\$300.00	\$900.00	\$300.00	\$900.00	\$800.00
25	Remove Stormwater	1	lump	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
26	Remove Stormwater	1	lump	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00
27	Remove Stormwater	518	sq ft	\$24.50	\$12,681.00	\$20.00	\$10,360.00	\$24.50	\$12,681.00	\$10,000.00
28	Remove Stormwater	2	each	\$1,890.00	\$3,780.00	\$1,890.00	\$3,780.00	\$1,890.00	\$3,780.00	\$3,000.00
29	Remove Stormwater	48	sq ft	\$1,111.00	\$53,328.00	\$1,111.00	\$53,328.00	\$1,111.00	\$53,328.00	\$45,000.00
30	Remove Stormwater	30	sq ft	\$1,111.00	\$33,330.00	\$1,111.00	\$33,330.00	\$1,111.00	\$33,330.00	\$27,000.00
31	Remove Stormwater	0	each	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00
32	Remove Stormwater	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
33	Remove Stormwater	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
34	Remove Stormwater	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
35	Remove Stormwater	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
36	Remove Stormwater	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
37	Remove Stormwater	2	each	\$780.00	\$1,560.00	\$780.00	\$1,560.00	\$780.00	\$1,560.00	\$1,500.00
38	Remove Stormwater	34,105	sq ft	\$0.09	\$3,069.45	\$0.30	\$10,231.50	\$0.09	\$3,069.45	\$3,000.00
39	Remove Stormwater	34,105	sq ft	\$0.71	\$24,114.55	\$0.48	\$16,370.40	\$0.71	\$24,114.55	\$20,000.00
40	Remove Stormwater	27,536	sq ft	\$0.71	\$19,550.56	\$0.48	\$13,207.68	\$0.71	\$19,550.56	\$15,000.00
41	Remove Stormwater	27,536	sq ft	\$1.40	\$38,550.56	\$1.11	\$30,566.16	\$1.40	\$38,550.56	\$30,000.00
42	Remove Stormwater	760	sq ft	\$1.60	\$1,216.00	\$1.40	\$1,064.00	\$1.60	\$1,216.00	\$1,000.00
43	Remove Stormwater	3,823	sq ft	\$3.90	\$14,909.70	\$3.75	\$14,366.25	\$3.90	\$14,909.70	\$12,000.00
44	Remove Stormwater	2	each	\$1,290.00	\$2,580.00	\$1,290.00	\$2,580.00	\$1,290.00	\$2,580.00	\$2,000.00
45	Remove Stormwater	592	sq ft	\$4.50	\$2,664.00	\$4.00	\$2,368.00	\$4.50	\$2,664.00	\$2,000.00
46	Remove Stormwater	523	sq ft	\$7.15	\$3,739.45	\$7.00	\$3,661.00	\$7.15	\$3,739.45	\$3,000.00
47	Remove Stormwater	300	sq ft	\$5.50	\$1,650.00	\$5.00	\$1,500.00	\$5.50	\$1,650.00	\$1,500.00
48	Remove Stormwater	4	each	\$729.50	\$2,918.00	\$700.00	\$2,800.00	\$729.50	\$2,918.00	\$2,000.00
49	Remove Stormwater	1	each	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,400.00
50	Remove Stormwater	2	each	\$218.00	\$436.00	\$200.00	\$400.00	\$218.00	\$436.00	\$400.00
51	Remove Stormwater	3,207	sq ft	\$1.80	\$5,772.60	\$1.70	\$5,451.90	\$1.80	\$5,772.60	\$5,000.00
52	Remove Stormwater	1	each	\$1,285.00	\$1,285.00	\$1,285.00	\$1,285.00	\$1,285.00	\$1,285.00	\$1,200.00
53	Remove Stormwater	1	lump	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,000.00
54	Remove Stormwater	1	lump	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,000.00
55	Remove Stormwater	1	lump	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,460.00	\$3,000.00
Total Bid Schedule A Price (Sum of 1-55)				\$37,844.28	\$39,474.49	\$39,400.21	\$39,500.00	\$43,155.22	\$58,728.46	\$34,974.00

BID SCHEDULE B - ROADWAY OVEREXCAVATION

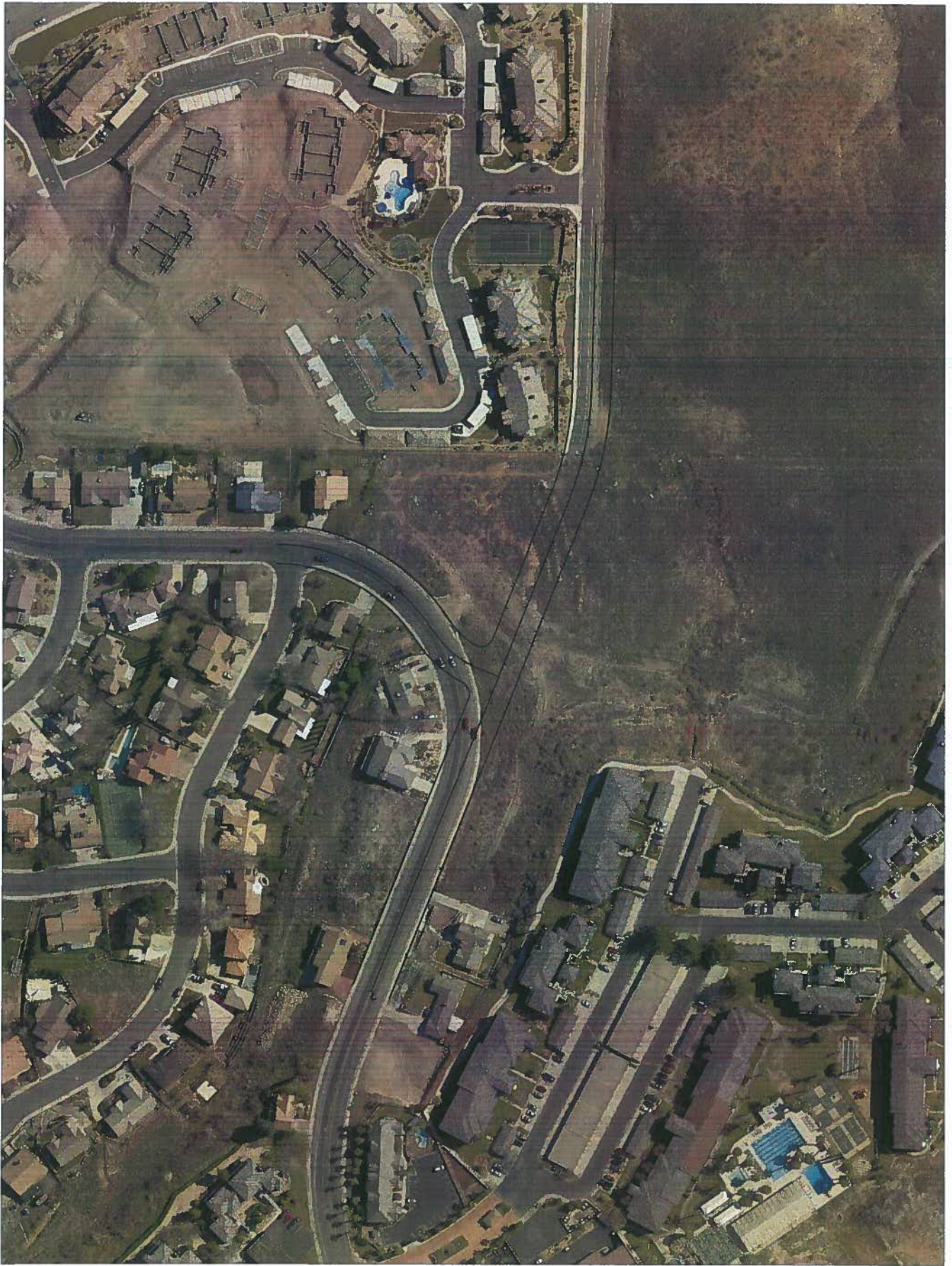
No.	Item	Estimated Quantity	Unit	SUNOC	DESERT HILLS	JP EXCAVATING	ROYAL ENTERPRISES	GORAN LLC	PROGRESSIVE CONTRACTING	ENGINEER
1	Roadway Overexcavation	3,790	cu yd	\$9.65	\$36,573.50	\$9.00	\$34,110.00	\$9.65	\$36,573.50	\$34,110.00
2	Low Permeable Fill (18" thick)	1,895	cu yd	\$4.15	\$7,864.25	\$4.00	\$7,580.00	\$4.15	\$7,864.25	\$7,500.00
3	Type I Base (18" thick)	1,895	cu yd	\$22.40	\$42,448.00	\$20.00	\$37,900.00	\$22.40	\$42,448.00	\$40,000.00
Total Bid Schedule B Price (Sum of 1-3)				\$106,025.75	\$116,604.00	\$106,025.75	\$106,025.75	\$116,604.00	\$126,885.75	\$116,604.00

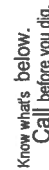
BID SCHEDULE C - POWER SYSTEM IMPROVEMENTS

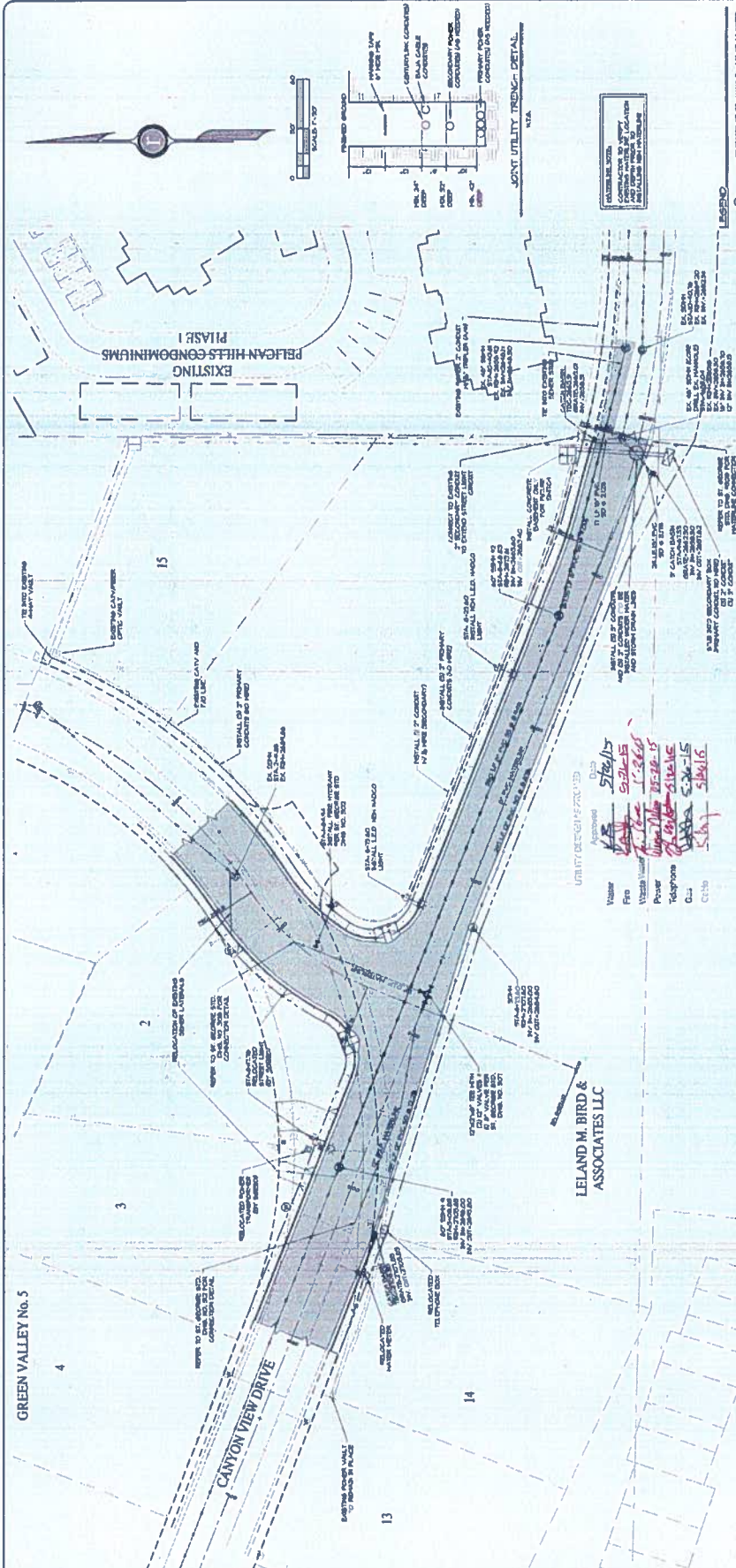
No.	Item	Estimated Quantity	Unit	SUNOC	DESERT HILLS	JP EXCAVATING	ROYAL ENTERPRISES	GORAN LLC	PROGRESSIVE CONTRACTING	ENGINEER
1	Primary Power Conduit	1,000	ft	\$10.25	\$10,250.00	\$10.00	\$10,000.00	\$10.25	\$10,250.00	\$10,000.00
2	Secondary Power Conduit	1,000	ft	\$5.25	\$5,250.00	\$5.00	\$5,000.00	\$5.25	\$5,250.00	\$5,000.00
3	Street Lights with Foundation	2	each	\$1,483.00	\$2,966.00	\$1,400.00	\$2,800.00	\$1,483.00	\$2,966.00	\$2,800.00
4	Power Equipment Basement	1	lump	\$1,905.00	\$1,905.00	\$1,905.00	\$1,905.00	\$1,905.00	\$1,905.00	\$1,800.00
Total Bid Schedule C Price (Sum of 1-4)				\$16,994.00	\$16,130.00	\$15,700.00	\$15,700.00	\$16,994.00	\$16,994.00	\$16,600.00

Total From All Bid Schedules \$515,384.49

Total From All Bid Schedules \$515,384.49





[illegible]

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2015-07-08 10:40:42**Applicant** Courtney Stephens**Quick Title** Professional Services Agreement - CRSA Architectural Services**Subject** Consider approval to award a contract to CRSA Architectural Services for full architectural design & construction services for Fleet Services addition.

Attachments:

[CRSA - Architectural Services Contract.pdf](#)[CRSA - Exhibit A.pdf](#)[CRSA - Attachment A.pdf](#)[CRSA - Building Drawings.pdf](#)**Discussion** CRSA has been working with the City on a Master Plan & basic budget costs for architectural drawings for Fleet Services for the past 18 months.**Cost** \$\$142,274.00**City Manager Recommendation** Part of the 2015-2016 budget to get the Automotive Services building designed and ready to bid.**Action Taken****Requested by** Courtney Stephens**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Sent to Legal for review.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and CRSA Architectual Services, with offices at 20 North Main, Suite 104, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide expert achitecture programming services regarding Public Fleet Maintenance Facilities, including, all achitectual drawings and plans for a new Phase One, 6-bay building for Heavy Equipment and Large vehicles services including See Attachment A for the Fleet Maintenance Facility at 931 East Red Hills Parkway, St. George, Utah 84770) Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated July 2nd, 2015, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Architect licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to,

any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 40% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated

as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at June 25th, 2016.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
- iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on

each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | |
|------------------------------|---------------------------------|
| CITY: City of St. George | CONSULTANT: CRSA |
| 175 East 200 North | 20 North Main Street, Suite 104 |
| St. George, Utah 84770 | St. George, Utah 84770 |
| Attention: Courtney Stephens | Attention: Benjamin Rodgers AIA |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and

conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: City of St. George

CONSULTANT: CRSA

Jonathan T. Pike, Mayor

ATTESTED:

Christina Fernandez, City Recorder

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney

Kathy Wheadon, President
And by: Benjamin Rodgers - Principal-in-Charge



ARCHITECTURE • PLANNING • INTERIORS

435.673.7362 • 20 N MAIN ST SUITE 104 • ST GEORGE, UT 84770 • www.crsa-us.com

Attn: Courtney Stephens
Fleet Manager
St. George City

July 7, 2015

Re: Proposal for Professional Services for PH I – SG Fleet Maintenance facility.

Dear Courtney,

It's been a pleasure working with you over the last few years as you have sought assistance in furthering your vision to provide adequate & acceptable service space for your technicians as they service the City's fleet. CRSA is pleased to provide the following proposal to provide full architectural services for the design & construction of the first phase of your new facility.

Our understanding of the scope is:

1. Six - 25' x 50' heavy-duty maintenance high-bays
 - a. (1) 5 ton Bridge Crane
 - b. (1) 50k parallelogram lift
 - c. (2) 18k Mobile column lifts
2. 7,500 total square feet
3. Desire for natural daylight in the maintenance bays.
4. Reinforced CMU construction & open steel web trusses.
5. Site is on existing SG City property @ 931 East Red Hills Parkway. (see attached)

Our Services include:

- Full Architectural, structural, civil, mechanical, plumbing, & electrical.
- Construction Administration

Deliverables will be:

1. Industry standard full-size architectural drawings
 - a. (2) Full-size hardcopies, (2) half-size hardcopies, (1) CD of digital copies
2. Industry standard project specifications.

To complete the work as listed, CRSA proposes a fee in the amount of \$142,274. (One hundred forty-two thousand two hundred & seventy-four dollars)

We would be glad to review this with you at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "E. Benjamin Rogers", is written over a horizontal line.

E. Benjamin Rogers
Senior Principal
St. George Branch Director

Architectural team

<u>Service</u>	<u>Firm</u>	<u>Contact</u>
Architectural	CRSA	Ben Rogers / Curtis Bingham
Structural	BHB	Don Barker
Mechanical	VBFA	Ladd Birch
Electrical	VBFA	Lawrence Rember
Civil	Horrocks	Bud Swensen

CRSA

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Standard Scope of Services

(Not all will apply from project to project.)

 Initials
 Owner: _____
 Architect: _____

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests 5. Code Abstract – a compilation of all the applicable codes, regulations, ordinances, etc., that are required by governmental agencies having jurisdiction over the Project	1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design Intent document (rough draft)	1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware
LANDSCAPING	1. Existing conditions 2. Landscaping concept 3. Existing irrigation	1. Planting plan 2. Irrigation plan	1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
SITE	<ol style="list-style-type: none"> 1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout 	<ol style="list-style-type: none"> 1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan 	<ol style="list-style-type: none"> 1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
STRUCTURAL	<ol style="list-style-type: none"> 1. Structural scheme 2. Written description 	<ol style="list-style-type: none"> 1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections 	<ol style="list-style-type: none"> 1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations
BUILDING EXTERIOR ENVELOPE	<ol style="list-style-type: none"> 1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements 	<ol style="list-style-type: none"> 1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections 	<ol style="list-style-type: none"> 1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
BUILDING INTERIOR	<ol style="list-style-type: none"> 1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment 	<ol style="list-style-type: none"> 1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage 	<ol style="list-style-type: none"> 1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if
ELEVATORS	<ol style="list-style-type: none"> 1. Elevator location(s) 2. Equipment room location(s) 	<ol style="list-style-type: none"> 1. Elevator shaft section 2. Equipment description 	<ol style="list-style-type: none"> 1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting
FIRE PROTECTION (MECHANICAL)	<ol style="list-style-type: none"> 1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems 	<ol style="list-style-type: none"> 1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations 	<ol style="list-style-type: none"> 1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	<ol style="list-style-type: none"> 1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements 	<ol style="list-style-type: none"> 1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations 	<ol style="list-style-type: none"> 1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system 12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
PLUMBING & PIPING	<ol style="list-style-type: none"> 1. Main water supply 2. Restroom location(s) 3. Plumbing legend 	<ol style="list-style-type: none"> 1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept 	<ol style="list-style-type: none"> 1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser Diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convactor piping detail 13. Penetration details 14. Design calculations
LIGHTING		<ol style="list-style-type: none"> 1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements 	<ol style="list-style-type: none"> 1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
FIRE ALARM	<ol style="list-style-type: none"> 1. Connection to Dept of Public Safety 2. Panel locations 	<ol style="list-style-type: none"> 1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations 	<ol style="list-style-type: none"> 1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
COMMUNICATION (INCLUDING VOICE, DATA, VIDEO & AV SYSTEMS)	<ol style="list-style-type: none"> 1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (Indicate hangers, cabinets & connection boxes) 	<ol style="list-style-type: none"> 1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s)

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
ELECTRIC POWER DISTRIBUTION	<ol style="list-style-type: none"> 1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend 	<ol style="list-style-type: none"> 1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction 	<ol style="list-style-type: none"> 1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations
SECURITY SYSTEMS		<ol style="list-style-type: none"> 1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
OTHER GRAPHICS	<ol style="list-style-type: none"> 1. Rendering(s), models, or other graphics as necessary to clearly present concept 		
COST	<ol style="list-style-type: none"> 1. Preliminary cost estimate (system-by-system) 	<ol style="list-style-type: none"> 1. Updated cost estimate by materials 	<ol style="list-style-type: none"> 1. Updated cost estimate
NOTES			

CRSA

St. George City
Fleet Maintenance
Building Program

Phase I-A



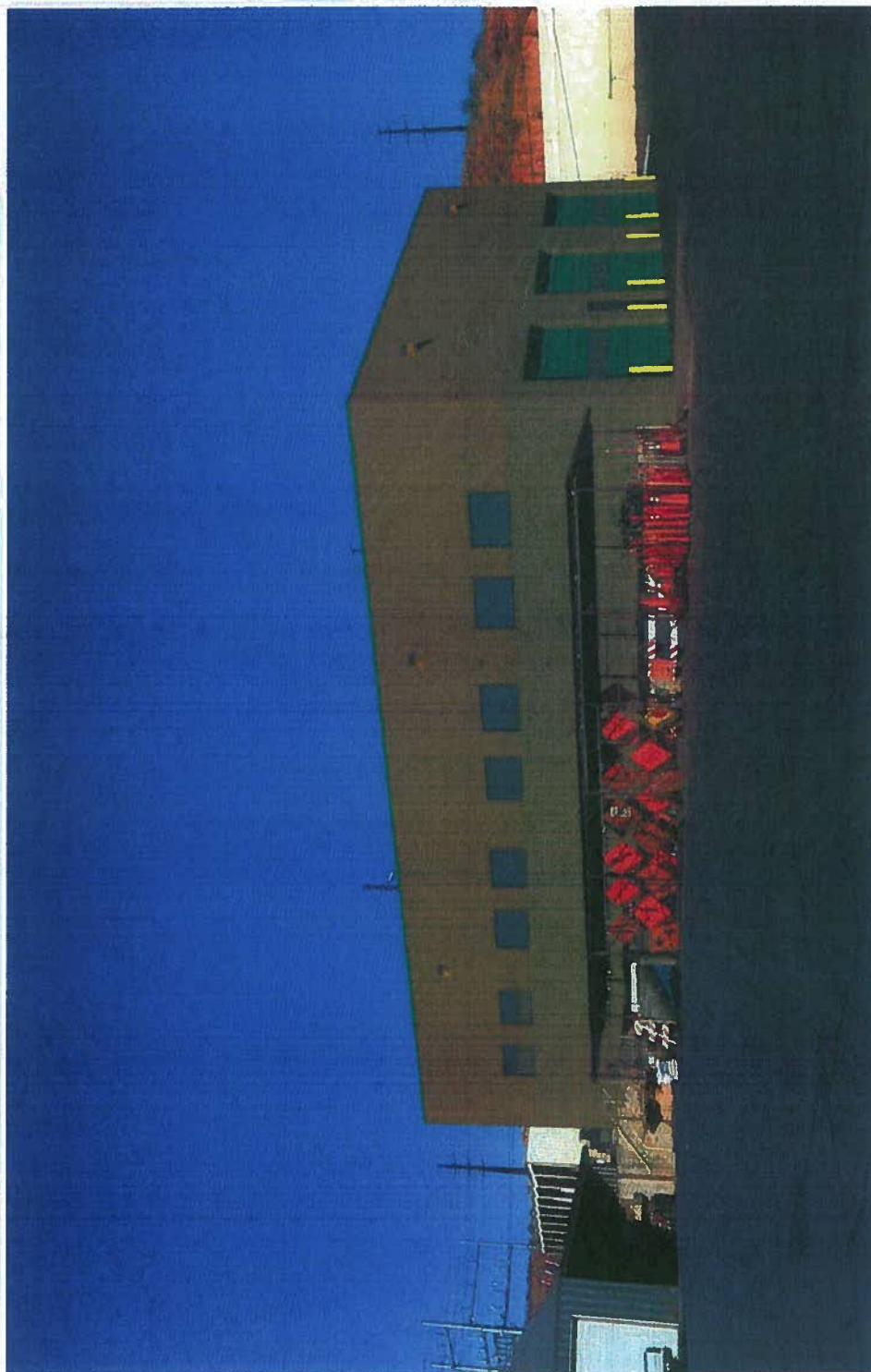
SCALE = 1" = 80'-0"

CRSA

St. George City

Fleet Maintenance
Building Program

HD Bays
South East View

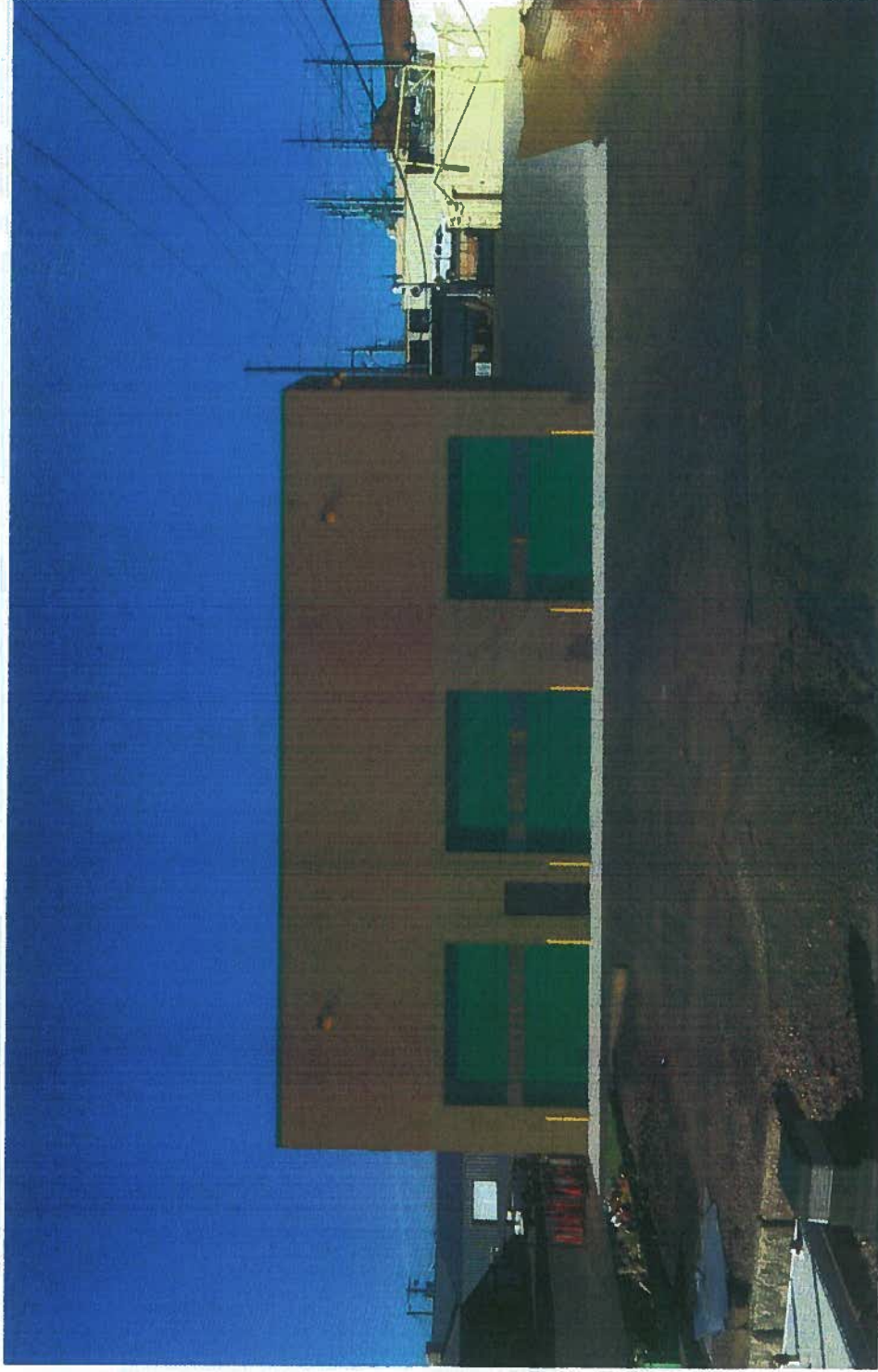


CRSA

St. George City

Fleet Maintenance
Building Program

HD Bays
East View



DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2015-07-14 11:28:07**Applicant** Water Services Dept**Quick Title** Gunlock Arsenic Plant Pilot Testing**Subject** Consider approval of a Professional Services Agreement with Carollo Engineers to provide Bench-Scale Testing and Pilot-Scale Testing for an arsenic plant**Discussion** The bench-scale and pilot-scale testing will take several months to complete. The testing will provide data that will be used to establish chemical dosage rates, size the filters, and optimize the design of an arsenic treatment plant for the Gunlock Well Field.**Cost** \$154,100**City Manager
Recommendation****Action Taken****Requested by** Scott Taylor**File Attachments** Scope of Work- Carollo.pdf**Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** Scope of Work- Carollo.pdf

**EXHIBIT A - SCOPE OF WORK AND COMPENSATION
GUNLOCK ARSENIC TREATMENT PROJECT**

TASK ORDER NO. 001-2015

**CITY OF ST. GEORGE
(OWNER)**

AND

**CAROLLO ENGINEERS, INC.
(CONSULTANT)**

This Task Order is issued by the OWNER and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the _____ day of _____, 20____, in connection with the Gunlock Arsenic Treatment Project (Project).

PURPOSE

The purpose of this Task Order is to provide water quality testing and analysis, bench-scale testing and pilot-scale testing of the City's well water supplies in the Gunlock Wellfield in order to further validate the appropriate treatment methods and estimated project costs that were presented in the report titled Arsenic Treatment Facility for the Gunlock Wells, Preliminary Engineering Study for Washington County Water Conservancy District and City of St. George, dated April 2015.

CONSULTANT'S SERVICES

Task 1.0 - Water Quality Testing. Water will be collected and tested from each well to determine which well will require the highest level of treatment. A technical memorandum (Technical Memorandum No. 1) will be developed summarizing the water quality data collected from each well and identifying the well requiring the highest level of treatment for further evaluation for bench- and pilot-scale testing. This effort will include the following:

1.1 - Sample Collection. Sample each well after 15 minutes of pump-to-waste and water quality has stabilized (i.e., pH, temp, TDS). Collect 5 gallons of water for subsequent bench-scale testing. Deliver samples to the City's standard lab to measure analytes from each well. See attached WQ table.

1.2 - Water Quality Screening. Conduct basic screening tests on all well samples under the following conditions: 5 mg/L ferric chloride dose at ambient pH, Temp. = 70 F, 30 seconds of mixing, and filtered using Whatman No. 1 filter paper. The screening results will determine coagulant demand and identify the well requiring the most extensive treatment.

Once a single well water has been identified as the one requiring the most extensive treatment, it will then be tested at the highest pH observed in the well field by adding caustic soda to adjust pH. An ITS field kit will be used to measure arsenic

immediately during the test. Split samples will be sent to the City's lab for verification of the field test results.

1.3 Technical Memorandum No. 1. Results from the water quality analysis and water quality screening will be compiled and analyzed. These results and a recommendation for the well to be used for further bench- and pilot-scale testing will be included in the memorandum. A preliminary bench-scale test protocol will be recommended as part of this memorandum.

Task 2.0 - Bench-Scale Testing. Upon completion of Task 1, a bench-scale test protocol will be developed and provided to the City for review and comment. Once the protocol has been agreed upon, the bench-scale testing will begin. A technical memorandum (Technical Memorandum No. 2) will be developed. This effort will include the following:

2.1 Bench-Scale Testing Protocol. Bench-scale test protocol will be developed and submitted to the City for review and comment. Upon agreement on the protocol, bench-scale testing will begin.

2.2. Bench-Scale Testing. Bench-scale testing will be conducted in accordance with the approved protocol. These tests will consist of jar tests and water quality analyses associated with the jar testing, including the addition of coagulant (ferric chloride), sodium hypo-chlorite, and polymer. Other parameters will include flocculation time, arsenic concentration and final water quality assessment within the protocol parameters.

2.3 Technical Memorandum No. 2. Results from the bench-scale testing will be compiled and summarized in this technical memorandum, along with final recommendations for a pilot-scale test protocol that will be provided as part of this memorandum.

Task 3.0 - Pilot-Scale Testing. Following completion of Task 2, a pilot-scale test protocol will be developed and provided to the City and to the State of Utah DEQ/DDW for review and comment. Once the protocol has been agreed upon, the pilot-scale testing will begin. A technical memorandum (Technical Memorandum No. 3) will be developed and will include recommendations for modifications to the treatment process and project cost estimates provided in the previous report. This effort will include the following:

3.1 Pilot-Scale Testing Protocol. Pilot-scale test protocol will be developed and submitted to the City for review and comment. Upon agreement on the protocol, pilot-scale testing will begin.

3.2 Pilot-Scale Equipment Mobilization and Set-up. Pilot-scale equipment will be shipped and installed at the site. Filter media configuration will be determined by the protocol developed and accepted by the City and the State DEQ/DDW.

3.3. Pilot-Scale Testing. Pilot-scale testing will be conducting in accordance with the approved protocol. These tests will evaluate the following parameters: coagulant dose, polymer dose, flocculation time, backwash profile, filter loading rate, start/stop duration, air scour duration, and solids production. Pilot-scale test parameters will be used to validate the basis of design for facilities recommended in the previous report.

3.4 Technical Memorandum No. 3. Results from the pilot-scale testing will be compiled and summarized in this technical memorandum and will include recommendations for modifications to the treatment process and project cost estimates provided in the previous report.

3.5 Pilot Equipment Demobilization. Pilot equipment will be removed and shipped upon receipt of the pilot data analysis.

TIME OF PERFORMANCE

The work effort described under CONSULTANT'S SERVICES will commence upon execution of this Task Order and will be complete by the ____ day of _____, 201__.

PAYMENT

Payment for services rendered in the execution of this Task Order will be in accordance with CONSULTANT'S attached Labor Hour and Fee Proposal, not to exceed One hundred fifty four thousand one hundred dollars (\$154,100). CONSULTANT will bill the City monthly based on labor hours expended, equipment supplied and subconsultant invoices received. Labor hours will be billed at CONSULTANT'S standard hourly rates.

EFFECTIVE DATE

This Task Order No. 001-2015 is effective as of the ____ day of _____, 2015.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. ____ evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.
(CONSULTANT)

CITY OF ST. GEORGE, UTAH
(OWNER)

Accepted this ____ day of _____,
20__

By: _____

By: _____
Officer

By: _____

ATTACHMENT A - WATER QUALITY SAMPLING TABLE

Table 1 Recommended Water Quality Sampling Parameters and Frequency Arsenic Treatment Facility for Gunlock Wells City of St. George		
Parameter	Frequency (per well)	Notes
General Parameters		
pH	3x	field measurement
Alkalinity	1x	
Hardness	1x	
Conductivity	1x	
DO	—	may eventually need (for vendor guarantee) field measurement
Temp	3x	
Total Dissolved Solids	1x	
Total Suspended Solids	1x	
Turbidity	1x	
Specific Analytes		
Arsenic (total)	3x	
Arsenic (dissolved)	1x	
Arsenic (arsenite)	1x	
Ammonia	1x	
Antimony	1x	
Cadmium	1x	
Calcium	1x	
Chromium	1x	
Iron (total)	1x	
Iron (dissolved)	1x	
Magnesium	1x	
Manganese	1x	
Molybdenum	1x	
Nitrate	1x	
Fluoride	1x	
Phosphate	3x	EPS 365.3 0.02 mg/L detection limit
Selenium	3x	
Silica	3x	
Sulfate	1x	
Sulfide	1x	
Total organic carbon	1x	
Thallium	1x	
Uranium	1x	
Vanadium	3x	
Instructions		
1. Turn on well and wait until water quality (conductivity, pH or temp) stabilizes. If possible, wait until water level in the well also stabilizes. 2. Collect first set of samples. Collect subsequent samples. Wait five minutes (minimum) between samples. 3. For tracking historical water quality, take samples once per year. 4. For developing a water quality dataset that minimizes outliers (highs or lows), take at least three samples.		

EXHIBIT A - GUNLOCK ARSENIC TREATMENT PROJECT - LABOR HOUR AND FEE PROPOSAL	
TASK DESCRIPTION	LABOR COSTS

TASK DESCRIPTION		Personnel Classification	LABOR COSTS							DIRECT COSTS					TOTAL COSTS			
			PIC	PM	PE	E	Alan Domonoske	CAD Technician	Word Processing	Total Hours	Travel and Subsistence	Testing Equipment	Project Equipment	Communication Expense	Carroll Labor	Other Direct Costs	Total Costs	
Task 1 - Raw Water Quality Testing																		
1.1 Sample Collection ⁽¹⁾			5	4	2				1	12		\$	100	\$	2,100	\$	2,200	
1.2 Testing ⁽¹⁾				8	8				20	36	\$	800	\$	400	\$	4,300	\$	5,800
1.3 Technical Memorandum No. 1		1	4	1	16				20	43			\$	500	\$	5,400	\$	5,900
SUBTOTAL (TASK 1)			1	9	13	26	1	0	43	81	\$	800	\$	300	\$	11,800	\$	13,000
Task 2 - Bench-Scale Testing																		
2.1 Protocol		1	4	4	16	1			2	28			\$	300	\$	4,500	\$	4,800
2.2 Testing				20						20	\$	800	\$	200	\$	3,700	\$	5,200
2.3 Technical Memorandum No. 2		1	4	8	32	1	4		4	48			\$	600	\$	7,400	\$	8,000
SUBTOTAL (TASK 2)			2	8	32	48	2	0	8	96	\$	800	\$	500	\$	15,600	\$	16,000
Task 3A - Pilot-Testing (Carroll led...11 tests)																		
3.1 Protocol			1	16	40	1				58			\$	700	\$	8,300	\$	9,000
3.2 Mobilization and Setup (1 week) ⁽²⁾				16	40					56	\$	800	\$	30,000	\$	8,900	\$	31,500
3.3 Testing (8 weeks)					300					300	\$	2,400	\$	1,000	\$	44,100	\$	7,000
3.4 Technical Memorandum No. 2		4	12	16	60	2	6		6	100				1,200	\$	16,100	\$	1,200
3.5 Demobilization (2 days)					16					16	\$	800			\$	200	\$	2,400
SUBTOTAL (TASK 3)			4	13	48	456	3	0	0	530	\$	4,000	\$	31,000	\$	60,800	\$	41,400
TOTAL (TASKS 1-3)			7	30	91	830	6	0	53	717	\$	5,600	\$	31,800	\$	8,500	\$	108,200

Notes

(1)

Analytical work paid by the City using City's testing lab.

(2)

Assumes that City can provide water (10 gpm @ 25 psi), power (120V), temporary cover and security fence.

TABLE 2: PILOT TEST SUMMARY

Test	Description	Parameters			Priority	Notes
		Column No. 1 (Shallow bed)	Column No. 2 (Deep bed)	Test Duration (days)		
1	Verification	Various coag dosages + 4 gpm/ft ²	Various coag dosages + 4 gpm/ft ²	1	1	verify benchscale optimum results for coag and hypo.
2	Floc time	Optimum hypo / coag + 4 gpm/ft ²	Optimum hypo / coag + 4 gpm/ft ²	1	1	short (whenever pilot can do) and long (add pipe loops with 4" pipe upstream of filter)
3	BWW profile	Test 2 parameters	Test 2 parameters	2	2	vary BW rates and durations to minimize BW waste volume. Run for one complete BW cycle...12+ hrs.
4	FLR - Average	Test 2 parameters	Test 2 parameters	5	1	at least 3 backwash cycles... calc UFRV & UFBV, measure eff. As, turb, pH, and Fe during filtration and also opening stage. BWW profile.
5	FLR - High	Optimum hypo / coag + 8 gpm/ft ²	Optimum hypo / coag + 8 gpm/ft ²	5	2	at least 3 backwash cycles... calc UFRV & UFBV, measure eff. As, turb, pH, and Fe during filtration and also opening stage. BWW profile.
6	Polymer	Reduced coag dose + 4 gpm/ft ²	Reduced coag dose + 8 gpm/ft ²	1	2	one type of coagulant laid polymer used.
7	Start-stop (short)	Test 2 parameters	Test 2 parameters	1	1	run 2 hrs, stop 1 hr (n=4 per day)
8	Start-stop (long)	Test 2 parameters	Test 2 parameters	5	2	run 1 BW cycle...sit for 3-7 days...restart
9	Air scour - short	Test 2 parameters + 3 cfm/ft ²	Test 2 parameters + 3 cfm/ft ²	3	1	at least 3 BW cycles, air scour duration=3 minutes
10	Air scour - long	Test 2 parameters + 3 cfm/ft ²	Test 2 parameters + 3 cfm/ft ²	3	2	at least 3 BW cycles, air scour duration=6 minutes
11	Solids production / reject	HI coag dose	HI coag dose	3	2	collect BW waste for plate and frame testing (by Siemens)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614		CONTACT NAME: Risk Strategies Company PHONE: 949-242-9240 FAX: (A/C, No): E-MAIL: syoung@risk-strategies.com ADDRESS:	
www.risk-strategies.com CA DOI License No. 0F06675		INSURER(S) AFFORDING COVERAGE	
INSURED Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598		INSURER A: Hanover Insurance Company NAIC # 22292 INSURER B: National Union Fire Insurance Company 19445 INSURER C: Massachusetts Bay Insurance Company 22306 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23937098 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD INVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	ZHF894489204	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	ADFA4868300	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible: Comp/Coll \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	BE019426390	12/31/2014	12/31/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	WDF895749906	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Deductible: \$0 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Unlimited Prior Acts	<input checked="" type="checkbox"/>	AEH288354410	7/4/2014	7/4/2015	Each Claim: \$2,000,000 Aggregate: \$2,000,000 Deductible: \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the Insured including but not limited to Gunlock Wells Arsenic Testing.
City of St. George is named as additional insured and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the work comp policy-see attached endorsements. Coverage is on occurrence basis, except for Professional Liability, which is a claims made policy. Umbrella Liability follows form to the general, auto & work comp policies.
The above policies contain a 30-day notice provision for non-renewal and cancellation. 10-day notice for non-payment of premium.

CERTIFICATE HOLDER

City of St. George
175 East 200 North
St. George UT 84770

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

ACORD 25 (2014/01)

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An Insured, Paragraph 4 is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance is an insured, but only with respect to:

- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.

- (5) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- (2) Under Section V - Definitions, definition 23 is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section 1 - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

- Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II - Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) All of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section II - Coverage A - Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• Separation of Insured's

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• Waiver of Subrogation

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Persons or organizations with whom you have a written contract executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2014
Policy NO. ZHF894489204

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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Named Insured: Carollo Engineers, Inc.

Policy No. ZHF894489204

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)
(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of St. George 175 East 200 North St. George UT 84770		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative or
countersignature (where required by law)

Carollo Engineers, Inc.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers, Inc.

POLICY NO.: ADFA48696300

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of St. George	175 East 200 North St. George UT 84770	30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- Alter the effective date of policy cancellation;
- Render such cancellation ineffective;
- Grant, alter, or extend any rights or obligations under this policy; or
- Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ONLY WHERE REQUIRED BY CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2014
Insured Carollo Engineers, Inc.

Policy No. WDF895749906 Endorsement No.

Insurance Company

Countersigned by _____

^F
M. B. Christ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of St. George
175 East 200 North
St. George UT 84770

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 12/31/2014 this endorsement forms a part of Policy No. WDF895749906

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by



Authorized Representative of the Company

331-0230 1003

Page 1 of 1



For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2014

Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions.

1. Your Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel your Policy for
Non-payment of Premium;

30 days prior written notice if we cancel your Policy for
The following reasons:

Any reason other than non-payment of premium.

___ Non-renewed by us until at least ___ days prior written notice
is given to the person or entity named in 2. below.

2. Person or Entity:

City of St. George
175 East 200 North
St. George UT 84770

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)

NOTICE
THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

CITY OF ST. GEORGE

175 E 200 N
ST. GEORGE, UT 84770

LICENSE NO.: 00036408
DATE ISSUED: 6/09/2015
EXPIRES: 12/31/2015

BUSINESS LICENSE

THIS CERTIFIES that the business or individual listed below is hereby granted a license to do business as stated at the specified business location for the year indicated on this certificate.

NAME: CAROLLO ENGINEERS INC

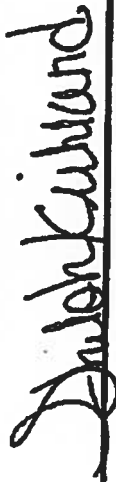
TO: 4600 E WASHINGTON ST #500
PHOENIX AZ 85034

LICENSE YEAR: 2015

BUSINESS OWNER: CAROLLO ENGINEERS INC

BUSINESS LOCATION: CITY OF ST GEORGE

TYPE OF BUSINESS: ENGINEERING CONSULTAN



CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS



MEMORANDUM

To: City of St. George - Kade Bringhurst
Copies To:
From: Clint Rogers
Date: June 5, 2015
Subject: Professional Services Agreement for Gunlock Arsenic Project - Requested Modifications

Kade:

The following are suggested/requested modifications/additions to the City's standard Professional Services Agreement (Agreement) for the subject project. A copy of the Agreement is attached that was reviewed and discussed between our respective legal counsels. Our understanding is that these requested changes have been discussed and agreed upon by them collectively. Please let us know if your understanding is otherwise.

→ Section 1, a: In the first line, change "Architect" to "Engineer."

→ Section 7: Delete the last sentence of this section and replace with the following:

"CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT's services under this Agreement, in accordance with the standard of care delineated in Section 1, b."

→ Section 9, e: Add the following new subsection:

"e. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates."

→ Section 12, a, i: Delete ", intentional, reckless" in the 2nd line. Only negligent or wrongful acts, errors or omissions are covered by professional liability insurance.

Project Memorandum

- Section 12, b: Suggest adding the following to the end of this paragraph:

"In the event the subject action alleges negligence on the part of CONSULTANT and/or CITY, or any third parties not under contract with CONSULTANT, CONSULTANT's obligations regarding CITY's defense under this paragraph include only the reimbursement of CITY's reasonable defense costs incurred to the extent of CONSULTANT's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution."

- Section 12, d: Add the following new subsection to the end of this section:

"d. CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success."

- New Section: If the project will be bid/contracted using the City's front end construction contract documents and/or if the City has not yet decided whose front end documents will be used for this project, we request that the following be added to the end of the Agreement. If the project will be bid/contracted using Carollo's front end construction documents, the following is not needed in the Agreement.

##. SERVICES DURING CONSTRUCTION.

- a. The parties agree that CONSULTANT shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, CONSULTANT shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- b. CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents."

DRAFTAgenda Item Number : **2E**

Request For Council Action

Date Submitted 2015-07-14 11:58:33**Applicant** Water Services Dept**Quick Title** Bid Opening - Waterline Materials**Subject** Consider approval of a bid for 18" waterline and appurtenances for the Astragalus Waterline Project. Ferguson Waterworks was the low bidder.**Discussion** This project provides and internal loop in the Sun River / Exit 2 area which will help pressures in the Sun River area. The City entered into an agreement with Sun River and SITLA that was approved in 2014. The agreement states that Sun River pays 1/3 of the cost and SITLA pays 2/3 of the cost of construction of the pipeline project. The City agrees to install the pipeline. The bid cost of materials will be reimbursed by SITLA and Sun River.**Cost** \$79,592.19**City Manager
Recommendation****Action Taken****Requested by** Scott Taylor**File Attachments****Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2015-07-13 10:42:07**Applicant****Quick Title** Resolution supporting HB 362**Subject** Resolution requesting Washington County Commission to place HB 362 on the ballot in 2015.

Discussion The Utah Legislature approved HB 362 which allows a local option sales tax for transportation improvements for local governments if voters approve the measure during an election. This resolution encourages the Washington County Commission to put this issue on the ballot for the general election to be held this November and let the citizens decide if they want to approve this tax increase to be dedicated to transportation needs.

Cost \$0.00

City Manager Recommendation Recommend approval. What could be more fair than asking the citizens if they want to use this new sales tax for transportation improvements?

Action Taken**Requested by** Mayor Jon Pike**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, SUPPORTING THE HB 362 (2015) AUTHORIZED 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION AND ENCOURAGING THE WASHINGTON COUNTY COMMISSION TO SUBMIT THE PROPOSAL TO VOTERS IN NOVEMBER 2015.

WHEREAS, safe and efficient transportation and transit systems create a foundation for economic growth, good air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, investing in transportation results in economic development for the City and Washington County and accessible good-paying jobs for our residents; and

WHEREAS, the Utah State Legislature recognized the local transportation needs and enacted HB 362 which authorized counties to impose and voters to approve a 0.25% local option general sales tax dedicated to local transportation; and

WHEREAS, the City will, upon voter approval and imposition by the county, receive 0.20% of the 0.25% sales tax to invest in critical local transportation and transit needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. GEORGE, UTAH:

SECTION 1. Encourage Submission of Proposal to the Voters of Washington County. The City Council requests the Washington County Commission to submit the 0.25% local option general sales tax dedicated to transportation to the voters of the county in time for the November 2015 election.

SECTION 2. Road and Street Needs in the City. The City has significant traditional transportation needs that the municipal 0.10% portion could address. Adoption of the municipal 0.10% would enable the city to invest in the critical projects that our residents expect.

SECTION 3. Investment in Transit. The City owns and operates Suntran, a public transit service, and supports continued investment in public transit because transit helps relieve traffic, promotes walkable communities, and helps maintain good air quality. The transit system will receive 0.10% of the county imposed and voter approved 0.25% local option general sales tax. The City expects the transit system to utilize the revenues collected within the City for projects that will expand local bus service and benefit the residents of the City.

SECTION 4. Effective Date. This Resolution shall become effective upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, ON
THIS _____ DAY OF _____, 2015 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Councilmember Almquist	_____	_____	_____	_____
Councilmember Hughes	_____	_____	_____	_____
Councilmember Randall	_____	_____	_____	_____
Councilmember Bowcutt	_____	_____	_____	_____
Councilmember Arial	_____	_____	_____	_____

Jonathan T. Pike, Mayor

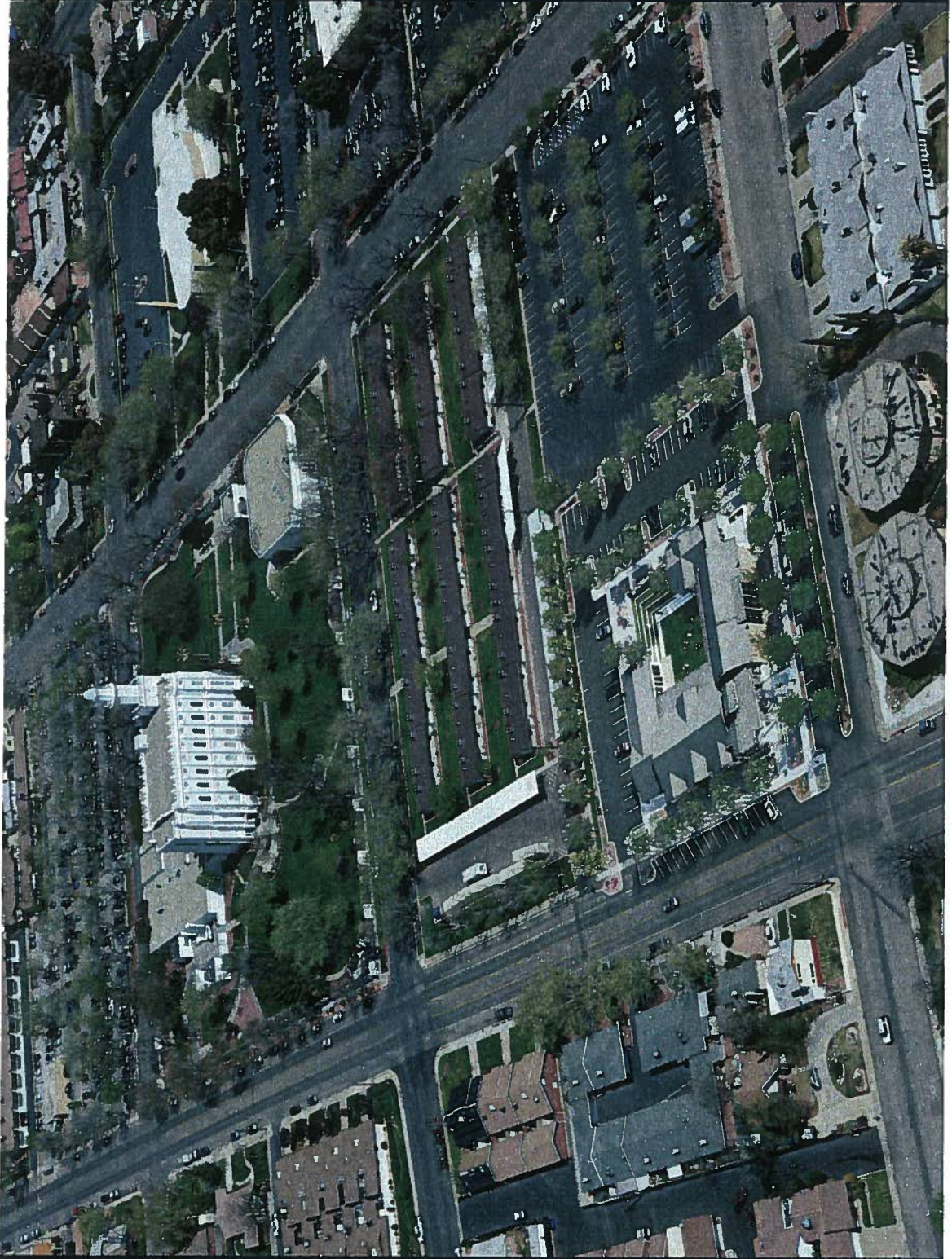
ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2015-06-30 10:03:20**Applicant** Joshua Stewart**Quick Title** Family History Discovery Center Parking**Subject** Request to consider angle parking on 200 East from 600 S to 500 S.**Discussion** The Church of Jesus Christ of Latter-day Saints is proposing to construct a Family Discovery Center on the corner of 600 S. and 200 East and then desire to use 200 East for angle parking. Staff is concerned with 200 East and traffic volumes and speeds that may impact this request.**Cost** \$0.00**City Manager Recommendation** This is going to be a beautiful facility and an asset to the community. The staff has not agreed with the applicant that 200 E. be striped for angle parking so the applicant is appealing to the Mayor and City Council. 200 East is the only north/south street that connects to the Red Hills parkway and is an important transportation link. The project appears to have ample parking on the site.**Action Taken****Requested by****File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**



DRAFTAgenda Item Number : **6B**

Request For Council Action

Date Submitted 2015-07-08 16:36:18**Applicant** Karman Wilson**Quick Title** DOCUTAH**Subject** Consideration of a request to have a Film Festival Screening Gala at the Ridge Top Complex Hangar Building.**Discussion** The DocUtah International Documentary Film Festival Gala will take place on Tuesday, September 8 from 7:00 pm to 10:00 pm at the Ridge Top Complex Hangar Building. This event which is open to the public will feature a screening of the documentary film "Flying the Feathered Edge". This event will be sponsored jointly by DocUtah and the City of St George.**Cost** \$0.00**City Manager Recommendation** Another year of DOC Utah. This would be for approval to use our hangar on the Ridge Top complex.**Action Taken****Requested by** Bill Swensen**File Attachments** [DOCUTAH CC.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [DOCUTAH CC.pdf](#)

FOR OFFICE USE ONLY

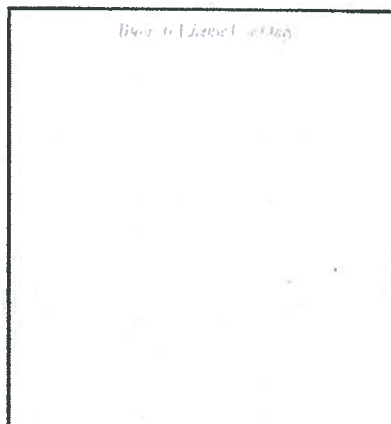
Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org



EVENT NAME: DOCUTAH

Applicant's Name: KARMAN WILSON

Organization: DIXIE STATE UNIVERSITY

Mailing Address: 225 S UNIVERSITY AVE

City, State, Zip: ST GEORGE, UT, 84770

Day Phone: 435-879-4273

Cell/other: 435-313-4322

E-mail: wilson@dixie.edu

Event Web Address (if applicable): docutah.com

Alternate contact name: PHIL TUCKETT

Day Phone: 435-652-7574

Cell/other: 856-430-9466

E-mail: tuckett@dixie.edu

EVENT DETAILS *(Complete additional event details on page 3 of this form)*

LOCATION Old Airport Hangar

Location Details/Address: Film Screening Gala Event

Event	Date(s): September 8, 2015	Start time: 7:00 pm	End time: 10:00 pm
Set-up	Date(s): September 8, 2015	Start time: 5:00 pm	End time:
Clean-up	Date(s): September 8, 2015	Start time: 10:30 pm	End time:

Is this a recurring event? No **If yes; daily, weekly or other?**

Is this a Annual Event? Yes **If yes; Same date and Place?** No

TYPE OF ACTIVITY *check all that apply:*

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input type="checkbox"/> X Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon
		<input type="checkbox"/> Other:	

PARTICIPANTS

Number of participants expected: 2500

Number of volunteers/event staff: 10

☐ X Open to the Public

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☐ Fee for Participants/Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 2 of 5

VENDORS/FOOD/ALCOHOL *check all that apply*

<input type="checkbox"/> Vendors/merchants Quantity:		<input type="checkbox"/> Vendors <i>giving</i> away products/services	<input type="checkbox"/> Vendors <i>selling</i> products/food
<input type="checkbox"/> Food		SW Utah Health Dept., (435) 986-2580	
<input type="checkbox"/> X given away	<input type="checkbox"/> catered by restaurants/vendors	<input type="checkbox"/> prepared on site	
<input type="checkbox"/> Alcoholic Beverages		Utah DABC, (801) 977-6800	
<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales	Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input type="checkbox"/> Tents/Pop-up Canopies	Amount:	SG Fire Dept. (435) 627- 4150
	Dimensions:	
<input type="checkbox"/> Temporary Stage	Dimensions:	
Description of Tents/Canopies/Stage, etc.:		

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding	
<input type="checkbox"/> Barricades	(must obtain privately)
<input type="checkbox"/> Portable Sanitary Units	(must obtain privately)
<input type="checkbox"/> Music <i>if yes, check all that apply</i>	<input type="checkbox"/> Acoustic <input type="checkbox"/> Amplified
<input type="checkbox"/> PA/Audio system	Type/Description: Screen and Audio Visual
<input type="checkbox"/> Fireworks / Fire Performances / Open Flame	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Trash/Recycle bin coordination on site	WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> Road Use	Location:	SG City Public Works Dept., (435) 627-4050
	(please include details on site map)	
<input type="checkbox"/> Sidewalk Use	Location:	<input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
	(please include details on site map)	
<input type="checkbox"/> Parade	# of Floats:	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Drawing or Raffle	SG City Legal Dept. Diana Hamblin, (435) 627-4606	
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Karman Wilson
Print Applicant's Name

[Signature]
Applicant's Signature

7.9.15
Date

☐ Please do NOT include my event on the City Event Calendar Website

EVENT _____ -

SPECIAL EVENT PERMIT APPLICATION

Page 3 of 5

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- *Please be sure to include any elements of your event that will help our review committee.*
-

DocUtah International Documentary Film Festival Screening Gala. DocUtah is presented annually by Dixie State University Cultural Arts. This event will take place in and out of the hangar facility at the old airport. It is open to the public and will feature a screening of the documentary film "Flying the Feathered Edge". The film is about Bob Hoover, a pioneer in aviation, and is narrated by Harrison Ford. The event will be sponsored jointly by DocUtah and the City of St. George, with the City providing necessary law enforcement, chairs, and traffic assistance. Parking will be in the designated area. Audio visual equipment and free snack are to be determined.

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2015-07-06 12:03:14**Applicant** PC**Quick Title** PC Report from July 14, 2015**Subject** Consider The Planning Commission report from the meeting on July 14, 2015**Discussion** The PC had several General Plan Amendments on the agenda, however, the CC will only be setting the public hearing dates. Other items included two final plats and a Conditional Use Permit. The CUP is to operate an indoor shooting range and is listed separately on the agenda.**Cost** \$0.00**City Manager Recommendation** Couple of plats and the CUP for the indoor shooting range.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: JULY 14, 2015
CITY COUNCIL MEETING: JULY 16, 2015

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR AUGUST 6, 2015**

- A. Consider a General Plan Amendment from MDR (Medium Density Residential) to COM (Commercial) on approximately 0.6 acres. The property is generally located at the northwest corner of the intersection of 300 North Street and 500 West Street (involving three lots). The applicant is Mr. Bruce Cunningham. This proposal is to change the General Plan which would then allow the applicant to return with a zone change for the future development of a project called "**Camp RV.**" Case No. 2015-GPA-005. (Staff – Ray Snyder) *(The PC recommends approval 4:0)*
- B. Consider a General Plan Amendment from E (Employment) and MDR (Medium Density Residential) to **HDR** (High Density Residential) on approximately 51.95 acres. The property is generally located at approximately 1280 W 4700 S (Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive). The owner is SITLA and Mr. Kyle Pasley is the agent. The applicant is Sun River St George Development L.C., and the representative is Mr. Scott McCall. This proposal is to change the General Plan to allow for the future development of a PD zone change for "**The Villas at Sun River**" Case No. 2015-GPA-006. (Staff – Ray Snyder) *(The PC recommends approval 4:0)*
- C. Consider an amendment to the General Plan Land Use Designation to provide a new category **MHDR** (Medium High Density Residential) with a density range of 10 to 14 dwelling units per acre. Case No. 2015-GPA-008. (Staff John Willis) *(The PC recommends approval 4:0)*

2. **FINAL PLAT AMENDMENT (FPA)**

Consider approval of a fifteen (15) lot residential Final Plat for "**Whisper Ridge Phase 2 – 3rd Amended and Extended.**" The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at 1121 West Cresole Drive. The representative is Mr. Bob Hermandson, Bush and Gudgell. Case No. 2015-FPA-035. (Staff – Todd Jacobsen)

3. **PRELIMINARY PLAT**

Consider approval of a preliminary plat for a seventeen (17) lot residential subdivision for "**Chaco West Phase 4**". The owner is Double Dragon Inv LLC and the representative is Mr. Brett Henke, Kuma Engineering. The property is zoned PD-R (Planned Development Residential) and is located in the Entrada development near Tacheene Drive. Case No. 2015-PP-019 (Staff – Wes Jenkins)

4. **CONDITIONAL USE PERMIT (CUP)**

Consider a request to construct a below ground shooting range for testing products. The property is located at 401 North 3050 East and the zoning is M-2 (Industrial). The applicant is Mr. Tony Berry, Berry's manufacturing, and the representative is Mr. Greg Mathis, MRW Design. Case No. 2015-CUP-009 (Staff – John Willis)

5. **OTHER BUSINESS**

The Planning Commission met from 5:00 p.m. to approximately 6:30 p.m. In attendance were 4 PC members and 1 council representative. No public comments were received regarding the "Camp RV" GPA and the PC recommends approval (4:0). There was considerable public input received regarding "The Villas at Sun River" GPA, but after comments and discussions the PC voted to recommend approval (4:0). No public comments were received regarding the MHDR GPA and the PC recommends approval (4:0).

PCR ITEM 2

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 07/14/2015
CITY COUNCIL MEETING: 07/16/2015

FINAL PLAT AMENDMENT

Whisper Ridge Phase 2 - 3rd Amended and Extended
Case No. 2015-FPA-035

Request: Approval of a 15 Lot Residential Amended Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at 1121 West Cresole Drive

Zone: R-1-10

Staff Comments: All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/14/2015
CITY COUNCIL MEETING: 07/16/2015

PRELIMINARY PLAT

Chaco West Phase 4

Case No. 2015-PP-019

Request: A request to approve a preliminary plat for a seventeen (17) lot residential subdivision

Location: Entrada – near Tacheene Drive

Property: 15.95 acres

Number of Lots: 17

Density: 1.06 dwelling units per acre

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R

General Plan: Low Density Residential (LDR)

Applicant: Kuma Engineering

Representative: Brett Henke

P.C.: The Planning Commission recommends approval.

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2015-07-06 12:37:00**Applicant** Tony Berry, Berrys Manufacturing**Quick Title** CUP to construct an indoor shooting range**Subject** Consider a request for a Condition Use Permit to construct an indoor shooting range for the purposes of testing products at 401 North 3050 East in the M-2 (Industrial) zone. Case No. 2015-CUP-009**Discussion** The applicant manufactures bullets and reloading accessories currently at the site. The request is to construct a shooting range, in order to test products. The range will not be open to the public and will only be used in conjunction with the business. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** Seems to make sense for a range to test the product especially where it is part of their business and will not be open for use by the public. PC recommended approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

PCR ITEM 4

Indoor Shooting Range

PLANNING COMMISSION AGENDA REPORT: 07/14/2015
CITY COUNCIL MEETING: 07/16/2015

CONDITIONAL USE PERMIT

Indoor Shooting Range in M-2 zone

Case # 2015-CUP-009

Request: Permission to construct an indoor shooting range.

Applicant: Berry's Manufacturing Co.

Rep.: Tony Berry, Berry's Manufacturing

Location: 401 North 3050 East – Millcreek Industrial

Zoning: M-2 (Industrial)

General Plan: IND (Industrial)

Project: The applicant is proposing to construct an indoor shooting range, in order to accommodate testing of ammunition that is being manufactured onsite. The proposal is to construct a 50 feet long and 8 feet wide below ground shooting tunnel. The shooting range will not be open to the general public and will be used for testing of product. The tunnel will be constructed of a minimum of 8" thick concrete.

Background: Over the years various applicants have approached the city with interest in establishing indoor shooting ranges. In 2010 the City Council amended Section 10-10-5 (Case no. 2010-ZRA-009) by adding Section 10-10-5.L which permits an indoor range in the commercial zones subject to meeting listed specific conditions. The old movie theater site at 214 North 1000 East in the C-2 zone was approved for an indoor range, but the extensive structural renovations necessary for the building made it financially impractical for the applicant. In 2011, Rowdy's Range submitted and was approved a CUP in an M-1 zone.

Narrative: The applicant has provided a narrative describing the proposal (see attachment)

Hours: The hours of operation would be during business hours, which are 8:00 am to 5:00 pm.

Ordinance: Section 10-11-2 "Uses" requires a CUP for a recreational enterprise which reads as; *"Recreational enterprise, indoor only (go-cart, climbing walls, ice skating rink, roller skating, soccer, and other recreational sport / entertainment type activities, but not including spectator orientated arenas."*

“Other uses similar to the above and judged by the planning commission to be in harmony with the intent and purpose of the zone.”

Previous applications, the Planning Commission, as well as, staff has interpreted that an indoor shooting range falls under the category of recreational enterprise and CUP's have been approved as a result of this interpretation. Furthermore, City code does allow the Planning Commission to review uses that are similar to those listed in the code. Therefore, we are processing the proposal based on previous applications. Even though this application is not for the general public, the same impacts are present and may need to be mitigated.

In addition to requirements in the zoning regulations, Title 5 – Public Safety regulates and requires approval for discharging firearms within the City limits by City Council. Section 5-4-3: states:

5-4-3: EXCEPTIONS:

Exception to the prohibition as to types of weapons or firearms that may be lawfully discharged within the city shall exist in the following cases:

A. Designated guns may be lawfully discharged at an authorized range or gallery pursuant to permit issued by the city manager and authorized by the city council. (Ord. 2005-05-005, 5-19-2005)

- SPR:** If the CUP is approved, then the applicant will return and submit to staff a SPR (Site Plan Review) application along with the required civil engineering plans for the site review and development.
- Setbacks:** The M-2 zone requires the minimum setbacks of F=40', side = 10', and rear = 0'. This will be addressed in the SPR.
- Acreage:** 3.38 acres (147,125 square feet).
- Layout:** See attached site plan.
- Height:** The shooting range will be underground, however, approximately 9' will be above ground to accommodate a door and stairway.
- Staff**
- Comments:** Although this request is for the M-2 (manufacturing) zone, staff is recommending the following conditions which are similar to those in the “Commercial Zones”, in order to mitigate impacts.

1. Indoor Shooting Range: Shooting ranges shall be fully improved to comply with all current city standards and the building shall be built to the current building code.
2. Hours of operation shall be limited to six o'clock (6:00) A.M. to ten o'clock (10:00) P.M.
3. Indoor shooting ranges shall have walls, ceilings, and floors that are impenetrable to the ammunition discharged by firearms being used within it or have internal baffling built so that the ammunition discharged cannot hit the walls or ceiling.
4. Indoor shooting ranges shall be constructed and insulated in such a manner that prevents sound from the discharge of firearms within the facility to exceed a maximum limit of sixty five (65) dBA at the property line.
5. Magazine (ammunition) storage shall be fully enclosed by construction materials as approved by the building department and fire department per applicable codes. (Ord. 2010-06-004, 6-3-2010)
6. Shooting range must be specifically approved as required per 5-4-3: and be authorized by the City Council

P.C.:

The Planning Commission recommends approval with the suggested conditions and findings.

Findings:

The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
Control all noise levels to prevent disturbance of neighbors.		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
Comply with Local, State, and Federal air quality		B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
Contain all odors to meet city and state standards		C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.

		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
Not open to the public and should not create any additional traffic		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
Range will be located underground.	X	G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
Limit hours from 6:00 am to 10:00 pm		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	X	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Comply with State standards		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

CONDITIONAL USE PERMIT
APPLICATION & CHECKLIST



I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: Greg Mathis, mruw DESIGN ASSOC.
(If different than owner)

MAILING ADDRESS: 251 HILTON DR. #202
St. George UT. 84770

PHONE: 628-2377 CELL: 619-6612 FAX: 673-3580

E-MAIL ADDRESS: gmc@mrwdesign.com

LOCATION OF SUBJECT PROPERTY: 401 N. 3050 E

CONTACT PERSON / REPRESENTATIVE (if applicable): Tony Berry, Berry's Manufacturing
(If different than owner)

MAILING ADDRESS: 401 N. 3050 E.
St. George UT 84790

PHONE: 634-1682 CELL: _____ FAX: _____

E-MAIL ADDRESS: _____

II. PROPERTY INFORMATION

ZONING: Manufacturing SUBDIVISION: Millcreek Industrial Park

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-MIP-24A ; SG-MIP-24B-2

EXISTING USE: Manufacturing
Use of property and/or Buildings

PROPOSED USE: SAME
Use of property and/or Buildings.

OFFICE STAFF USE ONLY

CASE NO. 2015-CUP-009 FILING DATE: 4/20/15 RECEIVED BY: [Signature] RECEIPT: _____

FEE: \$300.00 - PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED



June 25, 2015

St. George City Planning and Zoning Dept.
175 East, 200 North
St. George, Utah
84770

RE: Berry's Manufacturing Product Testing Shooting Tunnel

MRW Design has been retained to design and secure permitting for a new below ground shooting tunnel to be constructed at the current manufacturing facility of Berry's Manufacturing, located at 401 North 3050 East.

Berry's Manufacturing is a worldwide premier manufacturer of bullets and reloading accessories marketed to both the cartridge manufacturing industry and the sportsmen. They take pride in the quality of their products and strive to continue to be one of the best in the industry.

At this time, they are requesting a conditional use permit to construct a 50 feet long by 8 feet wide below ground shooting tunnel. This tunnel will be constructed fully of 8" minimum thick concrete, and will be accessed from the existing manufacturing facility. The tunnel will be constructed for product testing uses only. The shooting tunnel will not be open or accessible to the general public.

Shooting in the tunnel will be conducted during normal business hours of between 8:00am and 5:00pm.

Regards,

A handwritten signature in black ink, appearing to read 'Greg G. Mathis', is written over a horizontal line.

Greg G. Mathis
President, MRW Design Assoc.

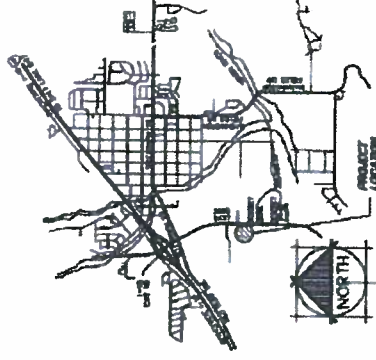
2015-CUP-009

Berry's Manufacturing Indoor Shooting Range





Subject Property



VICINITY MAP

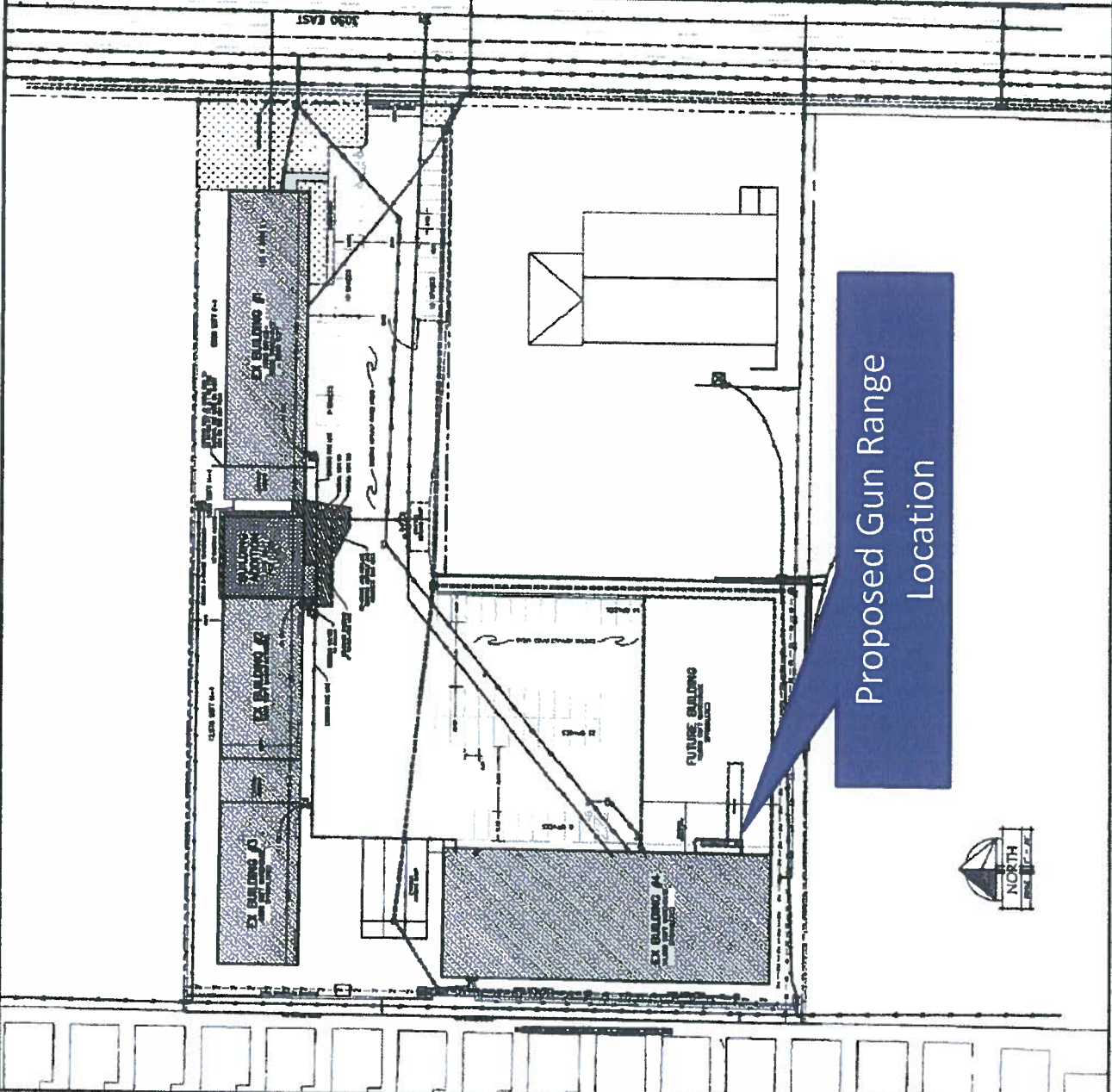
GENERAL NOTE

1. The Address: 433 N. 52nd St., Suite 400, Minneapolis, MN 55412.
2. Legal Description: Refer to the survey plat on pages 10-11 of the Survey Plat.
3. All construction shall be in accordance with the 2003 edition of the International Building Code (including earthquake amendments) and shall comply with all other applicable codes, standards, and regulations of both the City of Minneapolis and the State of Minnesota.

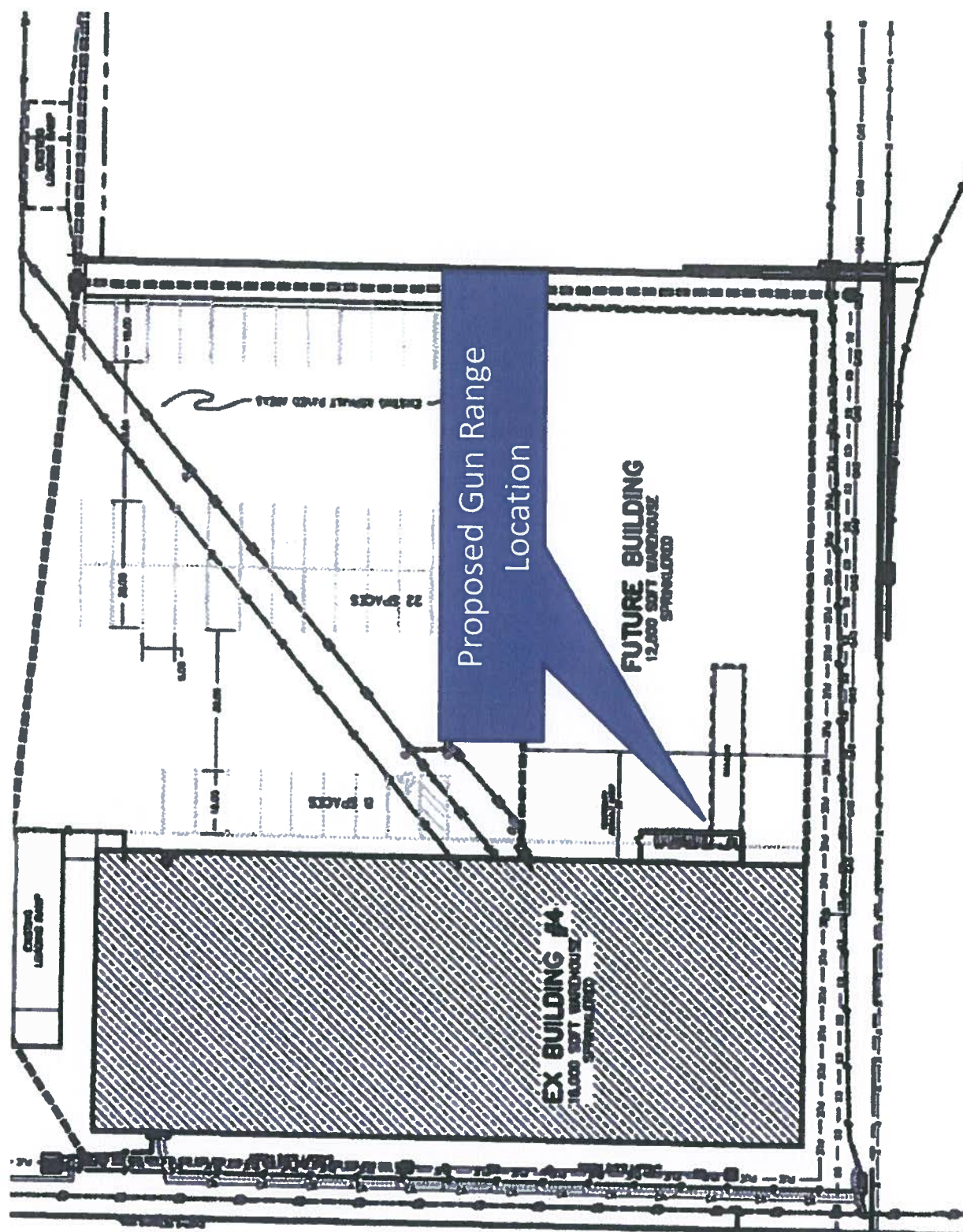
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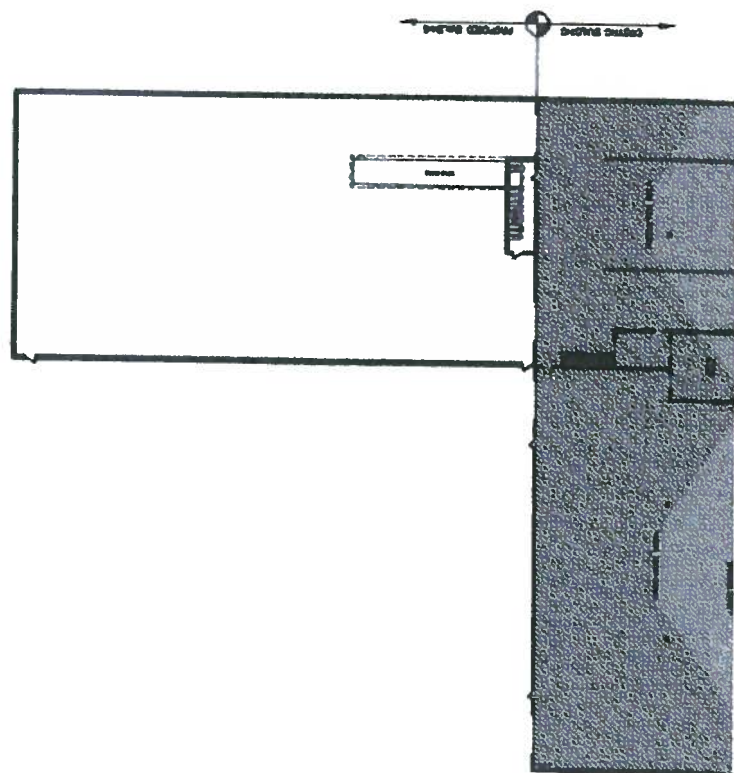
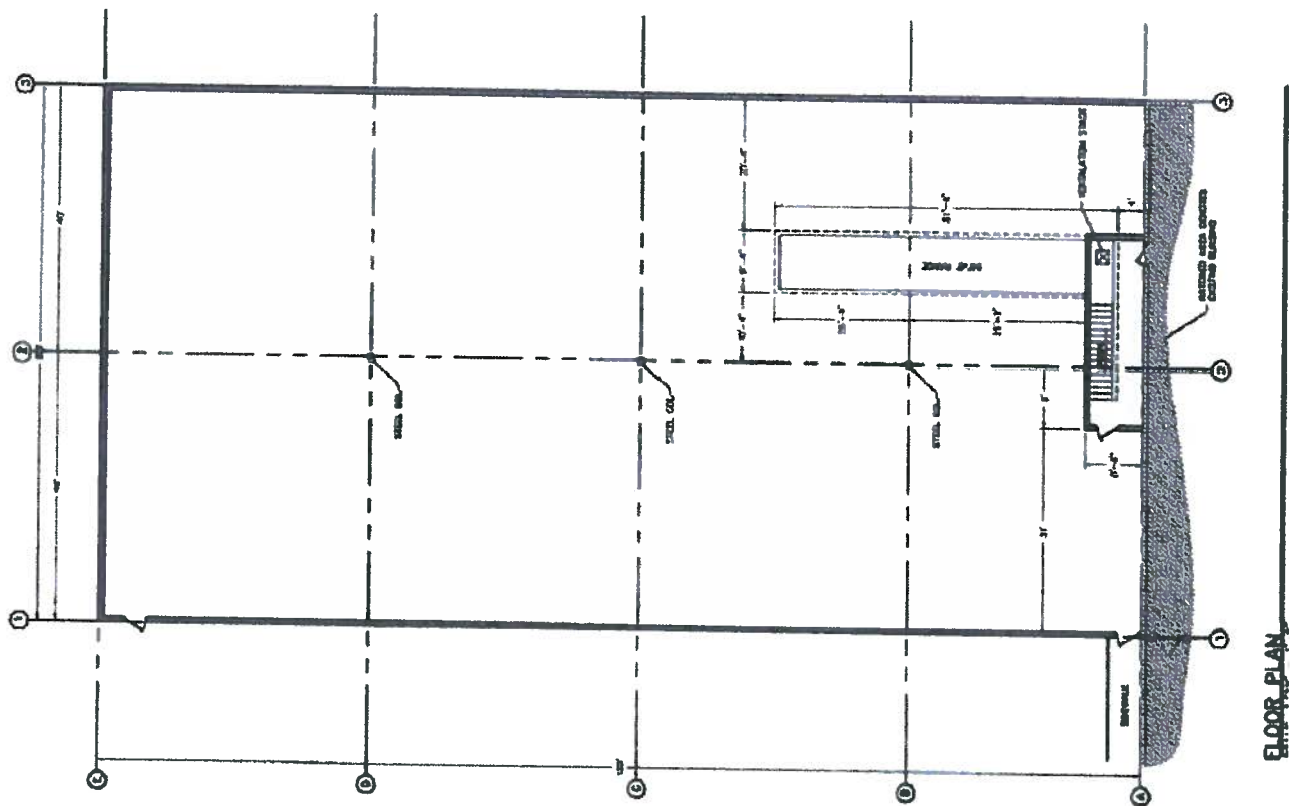
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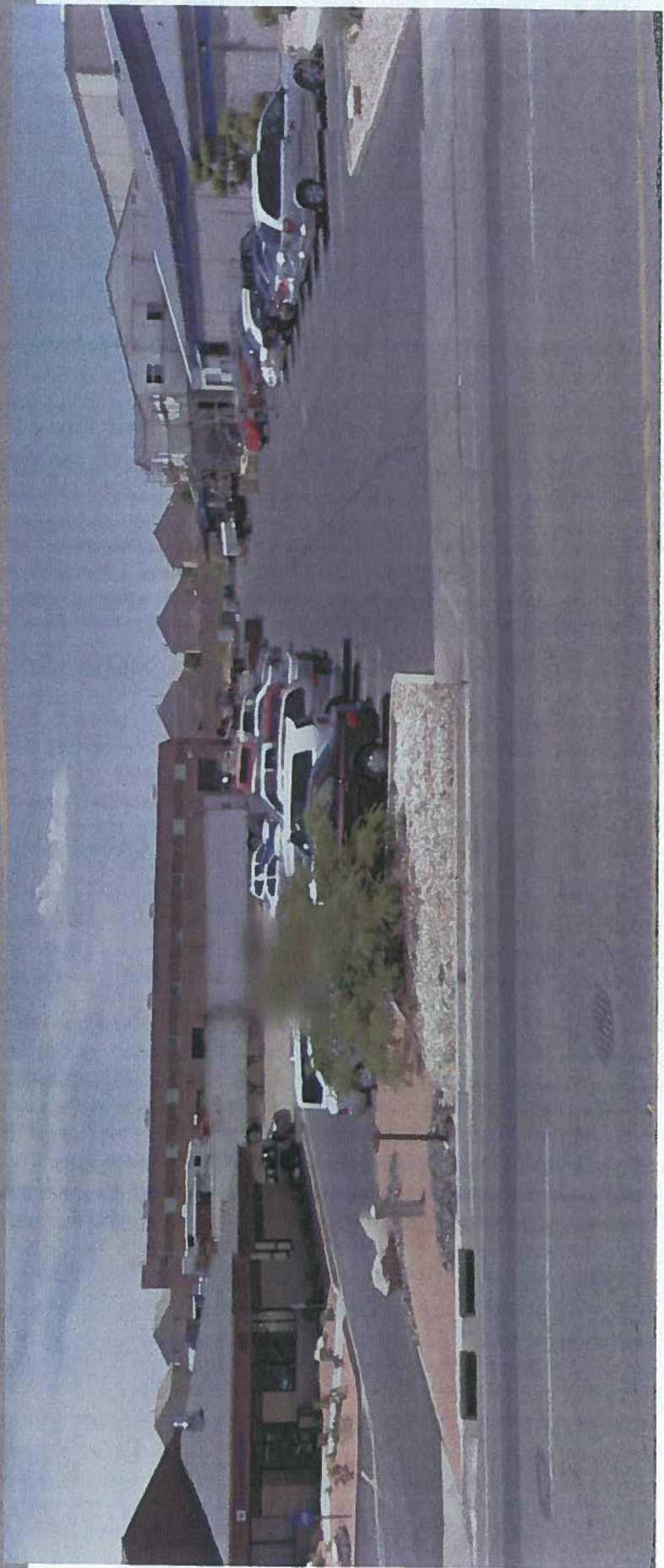


Proposed Gun Range Location





**9-1 - FV 773
SNOVA373**



1.
Regarding application of Berry's manufacturing
to ~~construct~~ construct shooting range at
401 N. 3050 E.

Questions of concerns and objections to
proposal:

1. What are they testing? What kind of ammunitions?
2. Who is testing? When did they test before this?
3. Laws regarding discharge of weapons within
City of St. George City limits
4. What is the direction of fire? Is it in the
range of any population?
5. Safety requirements - Risk of accidents
~~the~~ Training of employees and users of shooting
range
6. Inspections of site for use and safety of all.
7. Impact of Property value and future
environment of neighborhood. Air quality.

Conclusion: On the south is INTERMOUNTAIN WORKMED
on the north is Fern expo Co., on the west ~~is~~
is ~~the~~ FOX COKE. Around the corner is a School Bus
Pick-up

2.

The applied for useage is inconsistent with the area and incompatible with the neighborhood.

You can not tell people not to have firearms.

But you are empowered to tell them where they can discharge them.

Darrell Kerner
FOX COVE ; F 13
2930 E. 450 N.
St. George, UT. 84790

NOTE #1 : NOTICE OF HEARING INADQUATE

NOTE #2 : HOURS OF OPERATION WAY TOO LONG

DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2015-07-02 09:38:11**Applicant** Suburban Land Reserve**Quick Title** Development Agreement Between City and SLR

Subject This is a Development Agreement between the City and SLR for the property on Mall Dr. and 3000 East (Lin's). The Agreement requires the City to install a canal, trail, and landscaping along Mall Dr. and requires SLR to build parts of the road and decel lanes on Mall Dr. and 3000 East and allows for two pole signs and four monument signs as approved by the City Council.

Discussion**Cost** \$0.00

City Manager Recommendation This agreement would finalize the issues with SLR on road dedications, public improvements, property for the drainage channel and would facilitate the commercial development in this area. There are a couple of issues to be worked out hopefully they will be agreed to prior to the meeting on Thursday.

Action Taken tabled**Requested by** Shawn Guzman

File Attachments Off- Site Development Agreement - SLR and City of St George-4841-9397-6867 ver 4 CSG Redline v.1 draft.doc

Approved by Legal Department?**Approved in Budget?** **Amount:****Additional Comments**

Attachments Off- Site Development Agreement - SLR and City of St George-4841-9397-6867 ver 4 CSG Redline v.1 draft.doc

DRAFT 07/02/2015

When Recorded Return to:

Kirton McConkie
Attn: Kirk Grimshaw
50 East South Temple
Suite 400
Salt Lake City, UT 84111

Property Tax ID # SG-5-2-34-4101

**WASHINGTON FIELDS
OFF-SITE IMPROVEMENTS
DEVELOPMENT AGREEMENT**

THIS AGREEMENT (this “**Agreement**”) is made as of _____, 2015, by and between **THE CITY OF ST. GEORGE**, a Utah municipal corporation (“**City**”), and **SUBURBAN LAND RESERVE, INC.**, a Utah corporation (“**SLR**”) (each individually a “**Party**,” and collectively, the “**Parties**”), who agree as follows:

A. This Agreement is made with respect to that certain real property located at the southwest corner of Mall Drive and 3000 East Street, in the City of St. George, Washington County, UT, depicted as Lots 1 - 9 (collectively, the “**Lots**” and/or the “**Property**”) on the site plan attached hereto as **Exhibit A** and legally described as:

Lots 1 - 9, the Fields at Mall Drive Subdivision, according to the plat thereof on file and of record with the County Recorder of Washington County, Utah.

B. SLR is the owner of all of the Lots. The Parties desire to enter into this Agreement to define and outline their agreed-upon obligations and duties related to the design, engineering and construction of certain off-site improvements (the “**Off-Site Improvements**”) related to and which they have agreed are necessary and beneficial for the development of the Property (the “**Project**”).

NOW, THEREFORE, in consideration of the covenants and mutual obligations herein contained, it is agreed as follows:

1. CERTAIN DEFINITIONS:

(a) “**Approvals**” means all governmental permits and approvals necessary for the performance of a Party’s Work. Upon approval of applicable Plans by the Parties, the Party to perform the applicable Work shall prepare and submit to the appropriate reviewing authorities all applications and submittals required to obtain all Approvals necessary for the performance of such Party’s Work.

(b) “**Bridges**” means “Bridge 1” “Bridge 2” and “Bridge 3,” each as shown on Exhibit “A”. For purposes of clarification, Bridge 1 shall be a pedestrian type bridge across the canal

and/or channel running along the south side of Mall Drive to provide bike and pedestrian access to the trail that is to-be-constructed along the south side of Mall Drive.

(c) “**Plans**” means all plans and specifications necessary for any aspect of the Work, including, without limitation, final documents from which bids can be let and/or Work fully performed, as reasonably required for all aspects of the applicable Work as provided hereunder. All Plans shall be subject to the prior reasonable written approval of all Parties.

(e) “**Work**” means SLR’s Work and the City Work, as each is defined below. All Work shall be performed in a good and workmanlike manner and in substantial accordance with the applicable Plans and all requirements of the Approvals.

2. SLR OBLIGATIONS AND COMMITMENTS: SLR shall, at its sole expense, use commercially reasonable efforts to (i) engineer, design and prepare Plans, (ii) obtain all Approvals required for, and (iii) cause to be constructed, the following work (the “**SLR Work**”):

(a) The construction of an additional east-bound lane and deceleration lane, as well as curb and gutter along Mall Drive in the location, and to the extent, generally shown on Exhibit A attached hereto.

(b) The widening of the portion of 3000 East Street immediately to the east of the Property, as shown on Exhibit A, including construction of a deceleration lane, curb, gutter and sidewalk.

(c) The extension of one 8” sanitary sewer line from the Property across and within Bridge 2 to the existing City sanitary sewer line located within and along Mall Drive.

(d) The cost of the installation of an 8” culinary water line and appurtenances within and along Mall Drive as well as across and within Bridge 2.

Except as expressly set forth above, in no event shall SLR have any other obligations for any design, construction, or other work related to any off-site infrastructure, or other off-site improvements in connection with the Project.

3. CITY OBLIGATIONS AND COMMITMENTS: City shall, at its sole expense, engineer, design and prepare Plans for, provide all Approvals required for, and cause to be constructed, the following work (the “**City Work**”):

(a) A new drainage/irrigation canal and/or channel (the “**Mall Drive Canal**”) and bike/pedestrian trail parallel to and running the length of the Property’s frontage on Mall Drive, generally located between the Property and SLR’s widening of Mall Drive. Such Mall Drive Canal is generally depicted on Exhibit A. The width of the City Work area along Mall Drive shall be approximately, but shall not exceed, ninety feet (90’) (the “**Work Area**”).

(b) The construction of Bridges 1 and 2 as generally shown on Exhibit A.

(c) The diversion running eastward from the Property into the Mall Drive canal of all irrigation and/or drainage that currently flows at any time through the existing canal which runs along the portion of 3000 East Street immediately to the east of the Property, as shown on Exhibit A (and thereupon said section of canal shall be deemed abandoned and may be filled-in by SLR and/or the then current land owner).

(d) All landscaping and irrigation within and throughout the Mall Drive Canal area and the Work Area.

(e) The cost of the upsizing of an 8" culinary water line to 24" within and along Mall Drive.

4. DEDICATIONS: As distinct portions of SLR's Work are completed as required hereunder, the SLR shall dedicate, in a form reasonably acceptable to both SLR and the City, such portions of SLR's Work to the City, and the City shall accept the same, and after a warranty period in accordance with applicable City codes and statutes (provided in all events such warranty period shall not exceed twelve (12) months after completion thereof, unless extension of the warranty is required to correct any deficiencies).

5. CREDITS: The Work Area shall all be counted towards the Project's landscaping and set-back area requirements relative to Project frontage along Mall Drive. In connection therewith, the City hereby agrees that all set-backs and landscaping as shown on the Site Plan along Mall Drive shall be sufficient in all respects to meet and any all City requirements and City code, rules, and regulations regarding same.

6. SIGNAGE: The City shall grant Approvals for, and hereby grants easements for, the installation, construction, repair, removal, replacement, and maintenance of (i) the two (2) pylon and four (4) monument signs shown on Exhibit A (located within the Mall Drive Canal area), (ii) Bridges 2 and 3, (iii) all utilities and utility lines and pipe running in, under, or through the Bridge 2 and 3, and (iv) all access ways to and from the Project as shown on Exhibit A. Such easements shall include reasonable access thereto.

7. SCHEDULE AND TIMING. The Parties agree to use commercially reasonable efforts to cause aspects of the Work to be completed on or before _____. The Parties shall meet regularly to coordinate their schedules for performing the Work to achieve that schedule.

8. MISCELLANEOUS.

(a) **Covenants Run With the Land:** This Agreement shall bind and benefit each of the

Lots, shall be appurtenant thereto and for the benefit thereof and shall run with the land.

(b) Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, personal representatives, successors and assigns, and upon any party acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise. It is specifically acknowledged that SLR intends to sell the Lots to one or more third party developers, and may assign its obligations hereunder thereto in connection therewith, provided it causes the same to formally assume all obligations hereunder in writing.

(c) Injunctive Relief: In the event of any violation or threatened violation of this Agreement, any or all of the non-violating Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

(d) Modification and Termination: This Agreement may not be modified in any respect or terminated, in whole or in part, except with the consent of all Parties, and then only by written instrument duly executed and acknowledged by the same and recorded in the office of the Washington County, Utah Recorder.

(e) Notices:

(i) Method of Delivery. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States express mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Richland County:

SLR: Suburban Land Reserve, Inc.
Attn: Dan McCay and Steve Romney
79 South Main Street
Suite 500
Salt Lake City, Utah 84111
Phone: 801-321-8700

WITH A COPY TO: Kirton McConkie
Attn: Kirk W. Grimshaw
50 East South Temple Street Suite 400
Salt Lake City, Utah 84111
Phone: 801-321-4828

CITY: City of St. George
Attn: City manager
175 East 200 North
St. George, Utah 84107

Phone: 435-627-4000

WITH A COPY TO: City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah 84107
Phone: 435-627-4600

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(ii) **Receipt.** For the purpose of this Agreement, the term “**receipt**” shall mean the earlier of any of the following: (A) one business day after delivery of the notice or other document to the address specified above as shown on the return receipt to the extent sent via overnight delivery with a national courier service, (B) the date of actual receipt of the notice or other document by the person or entity specified above, or (C) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (1) the date of the attempted delivery or refusal to accept delivery, or (2) the date of receipt of notice of refusal or notice of non-delivery by the sending person.

(f) **Waiver:** The failure of a person to insist upon strict performance of any of the provisions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

(g) **Attorneys’ Fees:** In the event any person initiates or defends any legal action or proceeding related to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys’ fees (including its reasonable costs and attorneys’ fees on any appeal).

(h) **Severability:** If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby so long as the severed provision does not affect the basic consideration for this Agreement, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

(i) **Not a Partnership:** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties or other beneficiaries hereof.

(j) Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person or entity not specifically mentioned herein unless otherwise expressly provided herein.

(k) Captions and Headings: The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(l) Construction: In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

(m) No Joint and Several Obligations: In no event shall any Party hereto be responsible for any obligations of any other Party hereunder.

(n) Recordation: This Agreement shall be recorded in the office of the Washington County, Utah Recorder.

[SIGNATURES TO FOLLOW]

DRAFT 07/02/2015

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

CITY OF ST. GEORGE,
a Utah Municipal Corporation

By: _____
Jonathan T. Pike
Title: Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Shawn M. Guzman, City Attorney

DRAFT 07/02/2015

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
Name: R. Steven Romney
Title: President

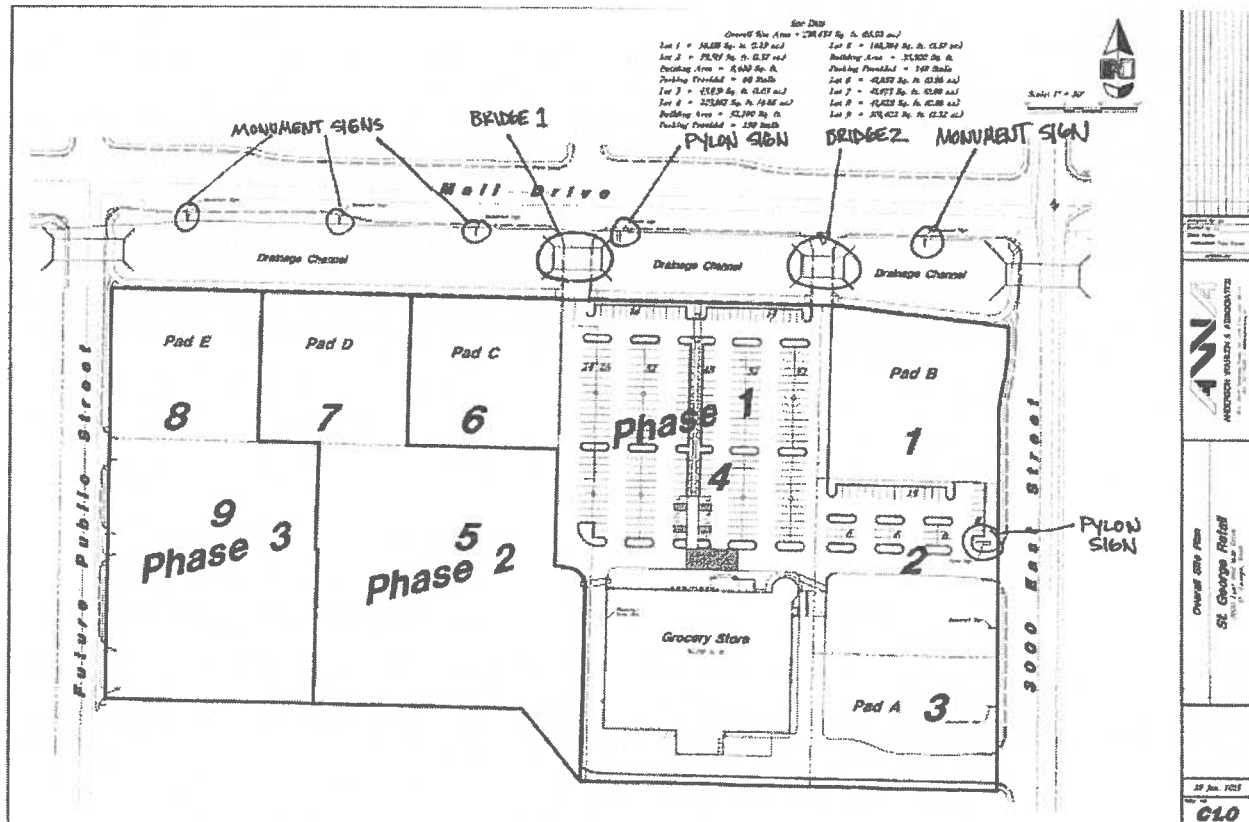
STATE OF UTAH;

COUNTY OF SALT LAKE:

On _____, 2015, personally appeared before me _____
who duly acknowledged to me that s/he executed the same in the capacity indicated.

NOTARY PUBLIC: _____

EXHIBIT A –NEW EXHIBIT WILL BE SUBMITTED
SITE PLAN



DRAFTAgenda Item Number : **6F**

Request For Council Action

Date Submitted 2015-07-09 11:17:45**Applicant** Jay Sandberg**Quick Title** Donation Agreement**Subject** Approve a donation agreement from Dean T. and Carol Terry**Discussion** This item is for donation of property to the city along Sand Hollow Wash south of Sunset Blvd that facilitates the construction of Sand Hollow Wash project improvements. The property includes the concrete channel and additional property to the south.**Cost** \$0.00**City Manager Recommendation** Recommend approval as this recognizes the donation of the property for the new improved Sand Hollow wash drainage project.**Action Taken****Requested by****File Attachments** [FINAL Sand Hollow Wash property Donation Agreement.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [FINAL Sand Hollow Wash property Donation Agreement.pdf](#)

REAL PROPERTY DONATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Dean T. Terry and Carol Terry, (hereinafter called "DONOR").

RECITALS:

WHEREAS, Donor is the owner of certain real property and desires to donate said property to City; and

WHEREAS, City is willing to accept the donation of property from Donor.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein by reference.
2. **PROPERTY TO BE DONATED.** The donated property is described in Exhibit A which is attached and incorporated herein by this reference, (hereinafter called the "Property"). At the time the Property is transferred to CITY pursuant to this Agreement, the Property shall be free and clear of all encumbrances including but not limited to liens and property taxes. DONOR shall be solely responsible for all costs associated with the Property encumbrances including but not limited to assessments, fees, taxes and liens associated with the Property prior to the time of transfer. The Property shall be transferred by warranty deed.
3. **DONATION FORM.** When the donation of the Property is given, and should the Donor present the City with IRS form 8283 for any of the contributions made by Donor under this Agreement, City shall execute the same acknowledging such contributions. Such acknowledgment is to the donation itself and not to the claimed value of the donation.
4. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

5. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
6. **MODIFICATION OF AGREEMENT.** All modifications shall be in writing and executed by both parties.
7. **SUCCESSORS AND ASSIGNS.** DONOR shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
8. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
9. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and DONOR and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Property.
10. **MERGER.** This Agreement shall survive the conveyance of the Property.
11. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
12. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

13. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
14. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
16. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.
17. City hereby accepts the Property in its present condition, "As-Is", without warranty, guarantee, or any other representations on the part of Donor, Either express or implied, except as stated in Paragraph 2, and City agrees to indemnify and hold Donor harmless from any and all damages that may result from this conveyance or use of the Property.

CITY: City of St. George

DONOR: Dean T. and Carol Terry

Jonathan T. Pike, Mayor

Dean T. Terry, Owner

Carol Terry, Owner

ATTESTED:

APPROVED AS TO FORM

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

Exhibit A

Parcel to be donated to the City of St. George

Beginning at a point on the section line, said point being South 89°20'18" East 1,212.42 feet along the section line and South 910.50 feet from the North Quarter Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 15°48'09" East 28.98 feet;
thence South 14°28'42" East 110.47 feet;
thence South 02°27'22" East 43.59 feet to the westerly line of Sunset Plateau Phase 3;
thence southerly the following (3) courses along said westerly line of Sunset Plateau Phase

3;

thence South 00°56'16" West 78.41 feet;
thence South 07°36'45" East 88.80 feet;
thence South 07°37'17" East 131.12 feet;
thence South 07°40'30" East 12.00 feet;
thence South 07°36'52" East 93.87 feet;
thence South 07°37'17" East 12.10 feet;
thence South 07°37'17" East 113.81 feet;
thence South 07°37'28" East 139.74 feet;
thence South 00°28'24" West 115.14 feet;

thence North 89°30'15" West 166.65 feet to and along the northerly line of Country Lane at Santa Clara Phase 2;

thence North 00°23'15" East 747.52 feet along the easterly line of Country Lane at Santa Clara Phase 2 and Phase 1;

thence North 20°14'13" West 189.32 feet along the easterly line of Country Lane at Santa Clara Phase 1;

thence North 73°36'30" East 51.60 feet;
thence North 75°07'37" East 65.00 feet;
thence North 74°11'51" East 1.22 feet to the Point of Beginning.

Parcel contains 118,088 square feet or 2.71 acres

Donation Parcel – Drainage Channel

Beginning at a point on the southerly line of Sunset Boulevard, said point being South 89°20'18" East 478.20 feet along the section line and South 2.50 feet from the North Quarter Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 69°15'37" East 25.74 feet along said southerly line of Sunset Boulevard;

thence southeasterly 369.02 feet along an arc of a 356.89 foot radius curve to the left (center bears South 83°30'30" East, long chord bears South 23°07'49" East 352.80 feet with a central angle of 59°14'37");

thence South 52°45'07" East 222.97 feet;

thence southeasterly 344.55 feet along an arc of a 1,865.88 foot radius curve to the right (center bears South 37°14'53" West, long chord bears South 47°27'43" East 344.06 feet with a central angle of 10°34'49");

thence southeasterly 253.71 feet along an arc of a 532.50 foot radius curve to the right (center bears South 47°49'42" West, long chord bears South 28°31'20" East 251.32 feet with a central angle of 27°17'55");

thence South 75°07'37" West 25.00 feet;

thence northwesterly 241.80 feet along an arc of a 507.50 foot radius curve to the left (center bears South 75°07'37" West, long chord bears North 28°31'21" West 239.52 feet with a central angle of 27°17'55");

thence northwesterly 339.94 feet along an arc of a 1,840.88 foot radius curve to the left (center bears South 47°49'42" West, long chord bears North 47°27'43" West 339.45 feet with a central angle of 10°34'49");

thence North 52°45'07" West 222.97 feet;

thence northwesterly 401.21 feet along an arc of a 381.89 foot radius curve to the right (center bears North 37°14'52" East, long chord bears North 22°39'18" West 383.01 feet with a central angle of 60°11'39") to the Point of Beginning.

Containing 29,953 square feet or 0.69 acres.

DRAFTAgenda Item Number : **6G**

Request For Council Action

Date Submitted 2015-07-09 10:22:52

Applicant Utah National Guard

Quick Title National Guard/Drug Task Force MOU

Subject Approval of the annual MOU.

Discussion The national guard provides a soldier to work with our drug task force who performs analytical work and support to the detectives working cases. He does a lot of behind the scenes work.

Cost \$0.00

City Manager Recommendation Recommend approval.

Action Taken

Requested by Kyle Whitehead

File Attachments [Scan0705.PDF](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments I have sent an email to Shawn requesting the MOU be reviewed and I am waiting to hear back from him.

Attachments [Scan0705.PDF](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UTAH NATIONAL GUARD
AND
THE WASHINGTON COUNTY DRUG TASK FORCE**

1. **PURPOSE.** This agreement establishes mutual operating procedures between the Utah National Guard (UTNG) and the Washington County Drug Task Force (WCDF) and includes parameters for:

- a. Employment of Utah National Guard (UTNG) Personnel and Equipment.
- b. Security Level.
- c. Reports and Reporting.
- d. Command and Control.
- e. Scope of Approved Operations.
- f. Property and Equipment Accountability.
- g. Force Protection/Rules of Engagement.
- h. Public Affairs.
- i. Safety.
- j. Areas of Responsibility.
- k. Areas of Liability.
- l. Asset Forfeiture Sharing.
- m. Period of Agreement.

2. **REFERENCE:** National Guard Regulation (NGR) 500-2/Air National Guard Instruction (ANGI) 10-801, State Drug Interdiction and Counterdrug Activities Plan FY 2013, FY2014 Criminal Analyst Placement Guidance.

3. **SCOPE:** This agreement applies to all Utah National Guard (UTNG) personnel who are assigned to law enforcement support duties and remain under operational control of the UTNG in support of counterdrug operations.

This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA). Exemptions (b)(5), (b)(7)(F), and Title 5 USC § 552(b)(5) and (b)(7)(F). Further distribution is prohibited without the approval of the Office of Primary Responsibility (OPR).

4. **AUTHORITY:** Title 32 USC 112 provides the funding authority for the National Guard Counterdrug Support Program. Funding for operations is based on Congressional Appropriations and the missions authorized by the SECDEF in NGB 500-2 in support of the National Drug Control Strategy. National Guard counterdrug support funds are part of the Department of Defense (DoD) counterdrug appropriation and may not be used for purposes other than the National Guard Counterdrug Support Program.

5. The parties agree that:

a. Employment of National Guard (NG) Personnel and Equipment. The UTNG will provide personnel and equipment support to the WCDTF in accordance with approved missions contained in NGR 500-2/ANGI 10-180 and the Governor's Counterdrug State Plan to the extent that UTNG resources and applicable regulations permit. All requests for specialized support and equipment must be submitted to the UTNG Counterdrug Task Force (CDTF) Headquarters.

(1) National Guard personnel may perform the following missions in support of the WCDTF:

(a) Mission 2a. Linguist Support (Translator Support). Provide transcription/translation of audio/video tapes, seized documents, and other information media. National Guard personnel will not participate in active/real-time Title III conversation monitoring or directly participate in interrogation activities. The National Guard will not maintain or store final products in National Guard facilities or databases.

(b) Mission 2b. Investigative Case and Analyst Support. Focus on four core competencies: Link Analysis, document exploitation, commodity-financial analysis, and case construction. Other duties include: approved Criminal Analyst duties in support of drug law enforcement or counter-terrorism agencies includes the creation of graphs, charts, maps, and toll analysis of suspected individuals or organizations; assistance in the design, development, and daily maintenance of operational intelligence databases; compilation, review, and input of raw data; preparation of reports necessary for successful investigational and prosecutorial purposes; performance of necessary case research; mastery and daily utilization of analyst specific software and hardware systems; appropriate or coordinated dissemination of criminal information; and conducting strategic and tactical analysis of case information. Additional analyst duties may include, but are not limited to the establishment and conduct of liaison tasks with other analysts or relevant agencies; preparation of statistical information; development and presentation of oral and written briefings; as well as any other analytical duties deemed necessary by the supported agency.

(c) Mission 2c. Operational/Investigative Case Support. Provide assistance to LEAs in developing investigations and cases for prosecution. Activities include, but are not limited to, inputting, reviewing, and analyzing collected LEA information, and providing legal, paralegal, and auditing assistance. Operational support to LEAs is designed to enhance the effectiveness of

the supported agency and release law enforcement officers for drug enforcement duties. This category of support excludes such tasks as secretarial, janitorial, or receptionist duties.

(d) Mission 2d. Communications Support. Provide personnel to establish, operate, and maintain communications stations, bases, and equipment in support of LEA CD operations and assist with CBO communications/technical issues.

(e) Mission 2e. Engineer Support. Provide engineer support to LEAs and community organizations where the project has a counterdrug nexus. This will exclude operations concerning drug laboratories or hazardous materials. Local LEAs and governments must secure the area before arrival of National Guard personnel, take possession of any evidence or materials to be confiscated/destroyed and obtain clearances, court orders, warrants and/or permits for destruction, removal or disposal of materials or other environmental hazards/concerns.

(f) Mission 3a, Domestic Cannabis Suppression. This includes, but is not limited to, aerial support, intelligence, planning support, medical support, physical security, ground transportation, and eradication and destruction of contraband.

(g) Mission 3b, Transportation Support. Provide transportation (aerial, ground, or maritime) of LEA personnel/equipment, persons in LEA custody, seized property or contraband as part of ongoing time-sensitive counterdrug operations, when security or other special circumstances reasonable necessitate National Guard support and there is a counterdrug nexus. Routine administrative aerial transportation is not permitted under this mission nor are missions that compete with private enterprise. LEA officers are responsible for the security of any evidence or persons in their custody.

(h) Mission 3c, Maintenance/Logistical Support. Provide maintenance/logistical support of LEA vehicles and equipment to enhance counterdrug effectiveness of the supported agency and release Law Enforcement Officers (LEOs) for drug enforcement duties. General maintenance of non-counterdrug vehicles and equipment is prohibited.

(i) Mission 4, Counterdrug-related Training. Train LEA personnel in basic military skills useful in the conduct of CD operations or in the use of military equipment used in CD operations. Advanced military training is prohibited; examples are sniper training and MOUT (military operations on urban terrain).

(j) Mission 5a, Ground Reconnaissance. Includes reconnaissance and observation by air or water to detect and report illegal drug activities that include, but are not limited to, cultivated marijuana, illegal drug laboratories, suspicious vehicles, and known or suspected drug trafficking locations. Observers may use binoculars, cameras, infrared or thermal imaging, or lowlight devices and other observation technologies that become available. This includes emplacement, monitoring, and maintenance of unattended sensors. A law enforcement officer (LEO) must be present or in direct contact with the National Guard observer.

(k) Mission 5b, Aerial Reconnaissance. Includes reconnaissance and observation of airspace, maritime, or surface areas for illegal drug activities. A LEO must be present or in direct contact for all FLIR/IR sensor missions. LEOs are authorized to fly on aircraft during validated and approved missions provided the purpose is to facilitate counterdrug activities. Non-UTNG aircraft passengers must complete training as prescribed by the UTNG Aviation Command.

(l) Mission 6d, Leadership Development. Support camps, retreats, seminars and programs, not primarily associated with educational institutions that focus on developing drug abuse prevention leadership skills in youth and adults. This includes, but is not limited to such activities as cadet programs, youth leadership camps, summer training coursed for youth leaders, parent training programs, etc.

(m) Mission 6e, Coalition Development. Assist in the development of functioning community based coalitions organized to reduce the illegal use of legitimate drugs and the use of illegal drugs.

(2) The UTNG CDTF member will write an Operations Order and Risk Assessment for each mission request per NGR 500-2. The approval authority for Operations Orders and Risk Assessments is the Counterdrug Coordinator or his deputy.

b. Intelligence Oversight. The National Guard does not conduct Intelligence activities of its own in Counterdrug Support Program missions. National Guard members support the criminal information analysis activities of LEAs. Criminal information comes into temporary possession of National Guard members supporting LEAs, but is not retained by the National Guard.

c. Security Level. All NG personnel will be pre-screened by the UTNG CDTF prior to being assigned to a position with the WCDTF. CDTF personnel will be required to pass a Police Record Check (PRC) and to possess, at a minimum, a Secret security clearance for work.

d. Reports and Reporting. The following reports are required by the National Guard Bureau (NGB). Soldiers who do not meet reporting requirements may be placed on probation and possibly released from Full-Time National Guard Duty - Counterdrug (FTNGD-CD). WCDTF will ensure that UTNG soldiers have the capability and the time to file these reports.

(1) Serious incidents or personal matters involving UTNG members will be reported immediately to the Deputy CDC. Routine personnel issues will be coordinated through the CDTF staff. Serious incidents/matters are considered to be:

- (a) Injury, accident, or serious illness.
- (b) Operational security (OPSEC) violations.
- (c) Intelligence Oversight violations.
- (d) Integrity or personal conduct violations.

(2) Full Time Support Management Control System (FTSMCS). National Guard personnel are required to report all activities that they support on the FTSMCS database. FTSMCS is the tool used to identify support provided by NG personnel to the National Guard Bureau. FTSMCS reporting directly affects the amount of funding that the Utah Counterdrug Program receives.

(3) Performance Evaluations. The WCDTF will review the job description with the Deputy CDC annually. The immediate supervisor within the WCDTF of a CDTF member will provide a letter of input annually to the Deputy CDC as a basis for the CDTF member's annual evaluation.

(4) Request for Information (RFI) from Combatant Commands. National Guard members may be asked to review RFIs from Geographic Combatant Commands and subordinate commands. We request that WCDTF support these requests as necessary. The WCDTF rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to U.S. National Security posed by drug smuggling and other illicit activities while balancing limited DoD resources.

e. Command and Control. The UTNG will retain command and operational control of all NG personnel and provide appropriate administrative supervision through the senior military member present. The WCDTF will provide specific mission guidance, establish a 40-hour-per-week work schedule, provide adequate work area, provide computers and adequate programming, administrative supplies, and required training necessary to complete the assigned mission.

(1) Surge/loan operations. The CDTF may, with the concurrence of the WCDTF, temporarily reassign personnel to meet critical demand in a specific area or to maximize the employment of CDTF assets and personnel.

(2) Leave and Holidays. National Guard personnel will use the same holiday schedule as the supported LEA. Leave will be managed in accordance with the UTNG leave policy. Leave will be coordinated with the LEA first-line supervisor and approved by the Deputy CDC.

(3) Monthly and Annual Training. National Guard members of the CDTF are required to attend unit drills and annual training periods while on counterdrug orders. The WCDTF is expected to accommodate the scheduled training periods of CDTF members, including appropriate time for travel.

(4) Deployment. National Guard members and equipment may be mobilized in support of state and federal requirements. The Utah National Guard will make every attempt to replace mobilized personnel and equipment that support the WCDTF under this MOU.

f. Scope of Approved Operations. National Guard personnel will serve in a support role and will not be directly engaged in law enforcement duties. The National Guard does not conduct intelligence activities of its own in Counterdrug Support Program missions. National Guard members support the criminal information analysis activities of LEAs. Criminal information

comes into temporary possession of National Guard members supporting LEAs, but is not retained by the National Guard.

g. **Property and Equipment Accountability.** Federal military property/equipment used in support of counterdrug operations will be employed by and remain under the control of military personnel. Equipment may be temporarily hand receipted to LEOs upon approval of the Deputy CDC when operational considerations dictate. Military equipment loans to LEAs will be negotiated and agreements prepared in accordance with AR 700-131 and AFM 67-1/ANGR, by the United States Property and Fiscal Officer (USP&FO) for Utah.

h. **Force Protection/Rules of Engagement.** National Guard personnel at all levels will ensure that pre-operation (liaison) coordination and planning with supported law enforcement agencies address the risk management of personnel and equipment throughout the operation. A Risk Assessment of potential threats to National Guard members and property will be conducted during the planning stage. The CDC is designated as the focal point for NG personnel assigned to counterdrug support and will ensure the coordination of security and clear jurisdictional responsibilities between LEAs and CD mission personnel. CDCs will receive and disseminate time-sensitive threat information from law enforcement agencies IAW AR 525-13, paragraph 5-16 and local policy. National Guard personnel will ensure that public affairs efforts, directed at complying with the public's right to know, do not jeopardize the safety of National Guard members and equipment by disclosure of personnel or unit identification in photographs, video recordings or printed articles.

i. The National Guard serves in a support role to law enforcement and will not be directly engaged in law enforcement duties; accordingly, Guard members will only be armed at the request of the supported law enforcement agency and when meeting the following criteria. A mission risk assessment will be conducted to identify hazards and evaluate whether Guard personnel should be armed as a force protection issue. The Adjutant General will determine whether troops will be armed. The Adjutant General's policy, to include procedures for chain of approval, delegation of authority (when applicable), and other guidance as desired, will be published in written form and made known to all counterdrug personnel. The Adjutant General may delegate approval, but the approval authority must be a primary staff officer and the Counterdrug Coordinator.

(1) **Self-Defense.** Unit commanders always retain the inherent right and obligation to exercise unit self-defense in response to a hostile act or demonstrated hostile intent. Unless otherwise directed by a unit commander, military members may exercise individual self-defense in response to a hostile act or demonstrated hostile intent. When individuals are assigned and acting as part of a unit, individual self-defense should be considered a subset of unit self-defense. As such, unit commanders may limit individual self-defense by members of their unit. Both unit and individual self-defense includes defense of other US forces in the vicinity.

(2) Each agency will avoid, to the extent possible, placing NG personnel in situations that would bring them in direct contact with suspects.

(3) Arrests, Searches, and Seizures. National Guard personnel will not, except for exigent circumstances, directly participate in the arrest of suspects, conduct searches which include direct contact of Guard members with suspects or members of the public, or become involved in the chain of custody of any evidence.

(4) Exigent circumstances are situations in which immediate action is necessary to protect law enforcement officers, NG personnel, or other persons from death or injury.

(5) Possession or use of weapons other than those issued by the CDTF is prohibited during counterdrug support operations.

j. Public Affairs. LEA has the lead for public affairs issues concerning specific operations. UTNG Public Affairs Officer (PAO) will coordinate with the WCDTF PAO for press release guidance. UTNG members in operational duty status will not be interviewed without approval from the UTNG PAO. The identity of UTNG units and/or personnel conducting counterdrug support operations will not be disclosed.

k. Safety. Accident prevention in counterdrug activities is based upon the philosophy that accidents can be prevented. Accident prevention is everyone's responsibility and an inherent function of leadership. All NG personnel must comply with safety requirements set by Army/Air Force regulations. A Risk Assessment Matrix and Operations Order will be completed and evaluated by the CDC or his deputy prior to UTNG participation in any counterdrug field operations.

l. Areas of Responsibility. Supported LEAs are responsible for obtaining warrants required for searches or for determining the need for searches, inspections, and observations that do not require warrants. This responsibility includes the determination of any potential legal restrictions upon the use of thermal imaging or sense enhancing systems.

m. Areas of Liability. Federal protection for personal injury, death, or property damage caused by NG personnel in Title 32 status is governed by the Federal Tort Claims Act, 28 USC 2671-2680. The WCDTF agrees that each County and or Agency is responsible only for the acts or omissions by their respective agent or agents with the Task Force.

n. Asset Forfeiture Sharing. The Utah National Guard may request portions of property and or cash seized during federal operations or federal cases for which it has provided support.

o. Period of Agreement. This agreement will be reviewed annually and remain in effect until canceled by either signatory or terminated by mutual agreement or higher authority.

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W. C. French
William C. French Date
Colonel
Counterdrug TF Commander

Kyle Whitehead Date
Captain
Investigations

Aaron Drake 15 JUL 15
Aaron Drake Date
Major
State Judge Advocate

Jefferson S. Burton 6 JUL 15
Jefferson S. Burton Date
Major General
The Adjutant General

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DRAFTAgenda Item Number : **6H**

Request For Council Action

Date Submitted 2015-07-13 08:17:31**Applicant** Christina Fernandez**Quick Title** Appointment of Poll Workers**Subject** Appoint poll workers for the primary election to be held on August 11, 2015.**Discussion** State Law requires that all poll workers be appointed by the City Council at least 15 days before the election.**Cost** \$0.00**City Manager Recommendation** That time to appoint poll workers for the upcoming election.**Action Taken****Requested by** Christina Fernandez**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

BLOOMINGTON ELEMENTARY SCHOOL (SG26)

3

425 Man O'War Road

Poll Manager: Genna Singh

Poll Workers: Karen Wilcox
Roger Cazier

BLOOMINGTON FIRE STATION #4 (SG25)

3

3521 Manzanita

Poll Manager: Michael Amundsen

Poll Workers: Marilyn Gilbert
Earl Gilbert

BLOOMINGTON HILLS ELEMENTARY (SG29, SG30)

4

919 E. Brigham Road

Poll Manager: Carrie Peterson

Poll Workers: Carol Nelson
Verna Erwin
April Meyer

COMMUNITY CENTER (SG08, SG10)

3

245 N. 200 W.

Poll Manager: Catherine Gough

Poll Workers: Linda Dahl
Owen Mackey

CORAL CLIFFS ELEMENTARY SCHOOL (SG14, SG15)

4

2040 W. 2000 N.

Poll Manager: Pat Bochetto

Poll Workers: Marion Kohte
Brandon Shubert

check on Nov James Parker

CRIMSON VIEW ELEMENTARY SCHOOL (SG 43)

3

2835 E. 2000 S.

Poll Manager: Liz Browne

Poll Workers: Erin Henrie



DESERT HILLS MIDDLE SCHOOL (SG27, SG28)

4

936 E. Desert Hills Drive

Poll Manager: Jon Woodstock**Poll Workers:** Vivian Tarbet**DIXIE CONVENTION CENTER (SG20, SG21, SG31, SG32, SG33, SG34,SG42)**

8

Poll Manager: James Peterson

Poll Workers: Evelyn Peterson
Sandra Peterson
Cora (June) Whitman
Jeanette Howell
Alice Bonaderer
Lars Larson
Margaret Poulton
Nov. Only Shauna Niederhauser
Sydney Gilbey

DIXIE SUN ELEMENTARY SCHOOL (SG12, SG13)

4

1795 W. 1230 N.

Poll Manager: Lesa Sandberg**Poll Workers:** Paula Lukow
Jeannine Hauet**check on Nov** Marley Riding**FIRST SOUTHERN BAPTIST CHURCH (SG06, SG07)**

3

326 S. 600 E.

Poll Manager: Lael Lovell**Poll Workers:** Leslie David Hudelson**GEORGE WASHINGTON ACADEMY (SG44)(WA69)**

3

2277 S. 3000 E.

Poll Manager: Kristin Brown**Poll Workers:** Coye Cole
Nov Only Laree Julander

MILLCREEK HIGH SCHOOL (SG01)(SG35)

4

2410 E. Riverside Drive

Poll Manager: Monique Sandoval

Poll Workers: Paul Crandall
Kaye Reese
Cyril Noble

SANTA CLARA BRANCH LIBRARY (SG09, SG16, SG17)

4

1099 Lava Flow Drive

Poll Manager: Christine Beasley

Poll Workers: Mary (Ellie) Bott
Sterling Palmer
Wendely (Gwen) Brewton

SENIOR CITIZEN'S CENTER (SG04, SG11)

3

245 N. 200 W.

Poll Manager: Cheryl Anderson

Poll Workers: Rosalie Spaulding
Marilyn Waddoups

ST GEORGE PARKS BLDG (SG02, SG36, SG37, SG38)

8

390 N. 3050 E.

Poll Manager: Dawn Chaston

Poll Workers: Larry Lyman
Linda Johnston
Cheryl Jenkins
Lynn Small
Jaqueline (Michelle) Jackson

Aug only Joanne Austin

Aug only Steven Dwiggin

November only:

Stephen (Steve) Seim
Ellen Nathan

SUN RIVER COMMUNITY CENTER (SG39, SG41)

4

4275 S. Country Club Drive

Poll Manager: Joseph (Joe) Bryner

Poll Workers: Virginie (Ginny) Strong

morn only Aug Georgia Mitchell

afternoon only A Sharon Umbenhower

Shannon Hurst

Possibly Nov 3 Pamela Brymer

SUN RIVER FIRE STATION (SG46)

3

1096 W. Bluegrass Way

Poll Manager: Paul Bryner

Poll Workers: Elaine Bryner

SUNRISE RIDGE INTERMEDIATE (SG40, SG45)

4

3167 S. 2350 E.

Poll Manager: William (Bill) Seger

Poll Workers: William Dana

Pamela Dana

Julie Fielding

SUNSET ELEMENTARY SCHOOL (SG18, SG19)

4

495 N. Westridge

Poll Manager: Beverly Bundy

Poll Workers: Paula Pitcher

Bettie Swiontek

Karen Hayes

TONAQUINT INTERMEDIATE SCHOOL (SG22, SG23, SG24)

5

1210 W. Curly Hollow

Poll Manager: Connie Nieberger

Poll Workers: Lucinda (Cindy) Bowman

Linda Patten

Karen Lee

Mack (Dave) Lee

WASHINGTON COUNTY ADMIN BLDG (SG03, SG05)

3

197 E. Tabernacle

Poll Manager: Jesse Prisbrey

Poll Workers: Carolyn Prisbrey
Draza Eslin

ALTERNATES

Mary (Kate) Lowry
KC Zeeman
Todd Alford
Caleb Abplanalp
Wyatt Guzman
Isabelle Guzman

Nov Only Ellen Sewell

Not confirmed Shirley Brennan
Not confirmed Wesley Pack
Not confirmed Rebecca Robinson
Not confirmed Kenneth Welton
Not confirmed Calvin Christopherson
Not confirmed Cathleen (Cathy) Iriart
Not confirmed Susan Chollet
Not confirmed JoLynn Davies
Not confirmed Garth Gooch
Not confirmed Nancy Gooch
Not confirmed Rosolyn Shaw
Not confirmed Linda Peterson
Not confirmed Bradley Chidester
Not confirmed Wilma Blake
Not confirmed Marcia Wells
Not confirmed Linda O'Bryant
Not confirmed Diana Webster
Not confirmed Allen Smith
Not confirmed Sydney Gilbey
Not confirmed Louise Seger
Not confirmed Carolyn Clammer
Not confirmed Peggy Schramm
Not confirmed Joseph (Terry) Schramm
Not confirmed Norma Sheeran
Not confirmed Carolyn Wilson
Not confirmed Shellie Cox
Not confirmed Linda Timmons
Not confirmed Natasha Cluff
Not confirmed Cari Duncan
Not confirmed Connie Blake
Not confirmed Tara Cook
Not confirmed Shawna Gossar